

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR QUOTATION (RFQ) No. 2108 for FLANGED NIPPLES

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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
March 24, 2021
at
EBMUD, Purchasing Division
375 Eleventh St., First Floor
Oakland, CA 94607

EAST BAY MUNICIPAL UTILITY DISTRICT

RFQ No. 2108 for FLANGED NIPPLES

TABLE OF CONTENTS

I. STATEMENT OF WORK

- A. SCOPE
- B. BIDDER QUALIFICATIONS
- C. SPECIFIC REQUIREMENTS
- D. DELIVERABLES
- E. INSPECTION
- F. FAILURE TO MEET SPECIFICATIONS

II. CALENDAR OF EVENTS

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

- A. RFQ ACCEPTANCE AND AWARD
- B. BRAND NAMES, APPROVED EQUIVALENTS, DEVIATIONS , AND EXCEPTIONS
- C. PRICING
- D. PRICE ADJUSTMENTS
- E. NOTICE OF INTENT TO AWARD AND PROTESTS
- F. METHOD OF ORDERING
- G. TERM / TERMINATION / RENEWAL
- H. WARRANTY
- I. INVOICING

IV. RFQ RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

- A. DISTRICT CONTACTS
- B. SUBMITTAL OF RFQ RESPONSE

ATTACHMENTS

- EXHIBIT A – RFQ RESPONSE PACKET
- EXHIBIT B – INSURANCE REQUIREMENTS
- EXHIBIT C – GENERAL REQUIREMENTS
- EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION
- EXHIBIT E – DRAWINGS
 - 0323-EA – STEEL PIPE FLANGES HIGH PRESSURE
 - 1884-A – STEEL PIPE MORTAR LINED & PLASTIC COATED

STATEMENT OF WORK**A. SCOPE**

It is the intent of these specifications, terms, and conditions to describe mortar-lined flanged nipples in the sizes and estimated quantities shown herein and in conformance with these Special Requirements and the District's Specifications and Drawings be constructed, completed, and delivered f.o.b. to the District's Oakport Storage Center, 5601 Oakport Street, Oakland, California 94621, as needed and as ordered by the District.

East Bay Municipal Utility District (District) intends to award a three (3)-year contract with two (2) options, exercised at the sole discretion of the District, to extend the contract for additional one (1)-year periods to the lowest cost bidder(s) whose response conforms to this RFQ and meets the District's requirements.

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

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

C. SPECIFIC REQUIREMENTS

FABRICATION OF STEEL PIPE 18" AND SMALLER

SPECIFICATIONS – MODIFIED FOR RFQ 2108

PART 1 – GENERAL**1.01 QUALITY ASSURANCE FOR CONTRACTOR FABRICATED FLANGED NIPPLES****A. Welding Procedure Specifications (W.P.S.):**

1. All W.P.S. shall be qualified in accordance with one of the following:
2. American Society of Mechanical Engineers (ASME) Boiler & Pressure Vessel Code, Section IX

3. American Welding Society (AWS) D1.1 Clause 6
 4. A Certified Welding Inspector (CWI) shall review and stamp all W.P.S. and Procedure Qualification Records (PQR's)
- B. Qualifications of welders:
1. Welders shall be qualified under ASME Boiler & Pressure Vessel Code, Section IX, Part QW, or AWS D1.1 for the welding processes, positions, and procedures to be used for this project.
 2. Welders shall have verifiable evidence they have maintained their qualifications in accordance with AWS D1.1 Clause 6, or ASME Boiler & Pressure Vessel Code, Section IX, Part QW-322.Welder.
 3. Qualification(s) shall be witnessed and stamped indicating acceptance by a CWI.
 4. Test welders at Contractor's expense.
- C. **SUBMITTALS PRIOR TO MANUFACTURE**
1. Submit Welding Procedure Specifications (W.P.S.), Procedure Qualification Records (PQR's), and Welder Qualification Records for District review and approval prior to start of fabrication.
 2. Submit Flanged Nipple dimensions to indicate pipe outside diameter and flange inside diameter for review and acceptance.

PART 2 – PRODUCTS

2.01 PIPE DESCRIPTION

- A. Pipe details: Drawing 1884-A
1. **Pay special attention to “Nominal Pipe Size” and “Steel Cylinder” outside diameter (O.D.) dimension. For example, the Nominal Pipe Size of 16” has a Steel Cylinder O.D. of 18”.**
- B. Flange details: Drawing 0323-EA
1. **Pay special attention to Note 16 under Dimensions for sizing flange inside diameter “B” to Steel Cylinder O.D. listed in Drawing 1884-A.**

2.02 STEEL FOR CONTRACTOR FABRICATED PIPE CYLINDERS

- A. Conform to ASTM A 36, ASTM A 283, Grade C; or ASTM A 1011 and A1018, SS Grade 36.
- B. Sheet thickness shall have a tolerance of +0.007 inches and (-) 0.000 inches.

2.03 CEMENT MORTAR LINING

- A. Portland cement:
 - 1. ASTM C 150, Type II, or Type V.
 - 2. Shall contain not more than 0.60% alkalis calculated as the percentage of sodium Oxide plus 0.658 times the percentage of potassium oxide.
 - 3. Mortar lining must be NSF-61 certified.
- B. Sand: ASTM C 33 and as follows:
 - 1. Fineness modulus:
 - a. Lining: 2.50 to 3.00.
 - 2. Average sand equivalent of three successive samples tested by the test method California 217 shall not be less than 75, and no individual sample shall have a sand equivalent of less than 70.

PART 3 – FABRICATION

3.01 FABRICATION OF STEEL CYLINDERS BY THE CONTRACTOR

- A. Pipe to manufactured in accordance with AWWA C200-05 or as noted herein.
- B. Cylinders shall be substantially true right cylinders formed from one piece of sheet or coil steel without splices.
 - 1. The tolerances for cylinders are shown on Drawing 1884-A (Revised 8 November 2011).
- C. Type of welding:
 - 1. Submerged arc welding (SAW).

2. Shielded metal arc welding (SMAW).

3. Flux corded arc welding (FCAW).

D. Handling steel cylinders:

1. Unlined or uncoated steel cylinders shall be adequately supported during all operations to ensure against development of a permanent out-of-round set.

3.02 APPLICATION OF CEMENT MORTAR LINING

A. The proportions of Portland cement, sand, and water will be determined by the Engineer to provide a compressive strength of 4.500 psi at 28 days.

1. Cement mortar shall be composed of cement, sand and water, well mixed and of proper consistency to obtain a dense, homogenous lining that will adhere firmly to the pipe surface. Cement mortar shall consist of one part cement to not more than three parts fine aggregate by weight.

2. The water soluble chloride ion content of the mortar shall not exceed 150 milligrams in 1000 grams of mortar.

B. Application of lining:

1. Line after completion of shop tests and after the interior has been cleaned of loose rust, scale, oil or foreign matter.

2. The mortar shall be deposited by a method which allows a regulated and uniform quantity of material to be applied throughout the entire length of pipe. Confine lining to dimensions specified.

3. Finished lining shall present a smooth, hard, dense, non-gritty surface free from defects.

C. Handling lined cylinders:

1. Lined and/or coated pipe shall be supported by belt slings or shaped rubber pads providing at least 120°F support during all handling operations.

2. Damaged lining shall be cut out and the area relined.

D. Curing:

1. Start curing as soon as lining has set.
2. Moist cure:
3. Cure for not less than four days.
4. Surface shall be kept continuously wet, by sealing ends of pipe airtight or by a method approved by the Engineer.

F. Protection:

1. During water curing of the lining, protect against being heated by the atmosphere or direct sunlight to above 100°F by covering with burlap or other suitable material.
2. Keep cover continuously wet.

3.03 FABRICATION OF FLANGED NIPPLES BY THE CONTRACTOR

A. Flange nipple to be fabricated and welded in accordance with drawing 0323-EA.

B. Flanges shall be stamped AWWA with the class designation, size and manufacturer's mark.

C. Flanges fabricated from segments of plate shall be stress relieved before machining. Stress relieving shall conform to Paragraphs UW-40 and UCS-56 of Section VIII of ASME Code.

D. Testing and inspection:

1. Test welded seams in the shop by NDE methods in accordance with AWWA C200-05, Paragraph 5.2.2.1. NDE shall be Liquid Penetrant (PT) for exterior fillet welds only and Magnetic Particle (MT) for interior or exterior fillet welds. Liquid Penetrant (PT) shall not be used on cement mortar lined pipe.
2. Welding inspection personnel shall be qualified in accordance with AWS QC1 at the level of Certified Welding Inspector. NDE personnel shall be certified in accordance with ASNT-TC-1A Level II as a minimum.
3. Inspections and test results shall comply with AWS D1.1 Clause 8 for the related inspection and test method.

4. The costs of all inspections and tests, including retests after repair, shall be borne by the Contractor

E. Tolerances:

1. Dimensional tolerances and allowances for fit shall be in accordance with applicable AWS standards unless shown otherwise. Tolerances and allowances shall be shown on the contractor's erection or working drawings.

F. Types of NDE and Acceptance Criteria:

1. Liquid Penetrant (PT) per Section V, ASME Boiler & Pressure Vessel Code. Acceptance criteria shall be as given by AWS D1.1 – Clause 8, Part C.
2. Magnetic Particle (MT) per Section V, ASME Boiler & Pressure Vessel Code. Acceptance criteria shall be as given by AWS D1.1 – Clause 8, Part C.

G. Verification:

1. All welds shall be visually inspected and accepted prior to performance of all NDE. Final visual inspection shall be performed after the weld has cooled to ambient temperature.
2. All visual inspections and nondestructive examinations shall be completed and confirmed as acceptable by the District prior to further processing that could interfere with access to the welded joint for repairs.

H. Execution:

1. Use shielded metal arc welding (SMAW), flux cored arc welding (FCAW), gas tungsten arc welding (GTAW), or gas metal arc welding (GMAW-spray or globular modes only), unless the engineer approves another process prior to use.
2. Gas metal arc welding (short-circuit) is not allowed.
3. All welds shall be made according to an approved WPS.
4. Each step of the welding process will be inspected and approved before proceeding to the next step.
5. Welding shall be performed in at least two layers. Passes shall not exceed ¼ inch in throat dimension.

6. Welds shall be thoroughly cleaned after each pass.
7. Welds shall be fully fused with base metal, uniform in appearance, free from cracks and reasonably free from irregularities. Weld shall blend smoothly and gradually into the base material.
8. Restart in weld zone on clean and sound metal.
9. Remove defective welds by chipping, grinding, flame gouging, or air-arc gouging and repair by re-welding.
10. No undercut is allowed.
11. Use procedures or welding sequences that will minimize eccentric stresses, shear or distortion in the weld.
12. Finished weld bead shall be central to the seam.
13. Artificial or forced cooling of welded joints is not permitted.
14. Low hydrogen electrode storage shall be in accordance with AWS D1.1 7.3.2.1.
15. See District Standard Drawing 0323-EA for welding of flanges.
16. Repair of cement mortar lining to be in accordance with AWWA C205-18 Paragraph 4.4.5.

3.04 DELIVERY, STORAGE, AND HANDLING

A. Prevent damage to pipe during transportation, handling, and storage:

1. Load and transport pipe as to avoid distortion or damage to the lining or coating. Dunnage should utilize 4"x 4" lumber as a minimum. A minimum of five (5) equally spaced support points per layer.
2. Do not drag, skid, or drop pipe sections.
3. Block pipe to prevent shifting when shipping.
4. Interior cross blocking is required on the ends of 16" nominal pipe.
5. Cover ends of each pipe section in transit and at the site to prevent drying of the lining.

6. Blocking, chains, and cables for securing the load shall be suitably padded.

3.05 REPAIR OF DAMAGED PIPE

- A. Contractor responsible for repairing or replacing all pipe sections damaged during manufacturing, handling, transporting, or storing.
 1. Obtain approval of Engineer before performing repair work.

3.06 PACKAGING

- A. Each completed flanged nipple shall have stenciled on the pipe portion the EBMUD Stores Code (found in parentheses in the 'Description' portion of the Bidding Sheet, Exhibit A, page 5 of the proposal.) Lettering shall be applied using white epoxy paint with figures of 1" in height.
- B. Completed flanged nipples shall be palletized uniformly for stability on pallets 42" x 48." The palletized unit may contain more than one layer but may not be more than 48" in height and each layer within such palletized unit shall contain the same number of completed flanged nipples. Whenever multiple layers are used they shall be separated by a ¼" plywood measuring 42" x 48."
- C. Once the palletized unit is ready for shipment, it shall be shrink wrapped and banded to avoid movement during transport. The palletized unit shall then be identified in figures of not less than 3" stating the EBMUD Stores Code and the quantity within the unit. Such identification may be enclosed or affixed to the shrink wrap but must be easily readable through the shrink wrap.

PART 4 - MATERIALS

4.01 MATERIALS OF CONSTRUCTION

Materials used in the fabrication and construction of the flanged nipples shall fully conform to the requirements of the specifications. No substitution of material will be permitted without prior written approval from the District.

4.02 MATERIALS IN CONTACT WITH DRINKING WATER.

Materials in Contact with Drinking Water.

1. All materials, equipment, or products that will be in contact with drinking water (potable water) shall be tested and certified as meeting the specifications of NSF/ANSI 61 Standard in accordance with California Code of Regulations, Title 22, Section 64591. Examples include, but are not limited to, valves, pumps, flow meters, protective materials (coatings, linings, liners), joining and sealing materials, pipes, tanks, pipe fittings, filters, cleaning chemicals, and lubricants.
2. All materials, equipment, or products that will be in contact with drinking water (potable water) shall be tested and certified as “lead-free” per California Health and Safety Code Section 116875 and NSF 61 Annex G or NSF 372.
3. For materials:
 - a. Documentation which demonstrates current NSF/ANSI Standard 61 certification shall be submitted by the bidder in their bid package.
 - b. If awarded, contractor is responsible for informing the District within 5 days, if and when their certification lapses or expires. Failure to inform the District within the allotted time will be sufficient grounds for immediate termination of the contract.

D. DELIVERABLES

This is a requirements contract. The quantities shown on the Bidding Sheets are the District's best estimate of the anticipated usage during the stated period, and may be adjusted up or down.

The Contractor shall make delivery to the District within 30 days after receipt of order. Time is of the essence. All items shall be delivered on pallets or in containers so that off-loading at destination can be accomplished conveniently by forklift. Any shipment received in bad condition will be refused.

Deliveries will be accepted between the hours of 8:30 a.m. and 3:30 p.m. only, Monday through Friday, at the District's Oakport Storage Center, 5601 Oakport Street, Oakland, CA 94621. No deliveries will be accepted after those hours or on Saturdays, Sundays, or District recognized holidays.

DAMAGES FOR LATE DELIVERY

In the event the Contractor is unable to deliver acceptable flanged nipples of the size and quantity ordered within 45 days following receipt of order, the District reserves the right to cancel the order and purchase the ordered material on the open market, and

the Contractor shall be liable for the difference in cost between the purchase price and the price bid by the Contractor.

E. INSPECTION

1. The District will inspect and witness fabrication and tests including but not limited to welding, weld testing, cement mortar lining, cement mortar lining repair of flange nipples at the place of manufacture at the expense of the contractor. The District shall inspect 100% of the flange nipples purchased under this Agreement at the point of delivery if said flange nipples were not inspected at the place of manufacture.
2. The District reserves the right to perform inspections and witness tests at the manufacturer's facility. The District may witness the following processes: fabrication and tests including but not limited to welding, weld testing, cement mortar lining, cement mortar lining repair.
3. Rejected flange nipples shall be reworked or replaced as determined by the District's inspector or authorized agent, and replacement or repaired items shall be subject to the original delivery schedule.
4. Provide the District's Plant Inspection Section with advanced notification for Short Term (three consecutive weeks or less at one facility), and Long Term (more than three consecutive weeks at one facility) inspection assignments, and reimburse the District for travel expenses described in this Section.
5. Provide notification to the District's Plant Inspection Section of all work performed off the project site in fabrication, assembly, and coating plants; provide safe access to all areas where work is being performed.
6. The District reserves the right to use Third Party Inspectors In lieu of District personnel. All aspects of this section shall also apply to District contracted Third Party Inspectors.
7. For Long Term assignments provide adequate office space including desk, office chair, lighting, and climate control
8. Contractor and its Material Suppliers shall ensure that there shall be adequate lighting, ventilation, and safety procedures in place to permit safe and thorough inspection at all times.
9. All inspection and measurement tools and equipment employed by Contractor or Material Suppliers shall be made available to the District and remain in the area

for inspection, and shall be subject to regular inspection and verification by the Contractor that such tools and equipment are properly calibrated and in an operable condition.

10. Contractor and its Material Suppliers shall identify in writing the person responsible for the receipt and coordination of all Inspector communications. A representative from the Material Supplier responsible for Quality Control shall be present and available to the Engineer at all times during the course of inspections.
11. Contractor and its Material Suppliers shall respond promptly to address and correct all fabrication and inspection processes to comply with the Contract Documents. Corrective measures undertaken by the Contractor and/or Material Supplier shall be documented and the documentation made available for review, inspection and copying by the Engineer at all times.
12. INSPECTOR NOTIFICATION
 - a. The Contractor shall provide advanced written notification including the following information:
 1. Flange nipples size and quantity.
 2. Name and location of manufacturer's shop to be visited.
 3. Shop's contact information.
 4. Proposed start date and estimated duration for those processes described.
 5. Shop hours and proposed shift work if more than one shift is planned.
 - b. The shop where the inspections and tests will occur shall contact the District Plant Inspection Section at (510) 287-1132 to schedule all shop inspections. Visits will be scheduled based on Engineer's availability.
 - c. Notification Schedule:

<u>one-Way distance from Oakland</u>	<u>short term assignments</u>	<u>long term assignments</u>
<u>less than 75 miles</u>	<u>5 work days in advance</u>	<u>15 work days in advance</u>
<u>75 to 200 miles</u>	<u>10 work days in advance</u>	<u>15 work days in advance</u>
<u>greater than 200 miles</u>	<u>15 work days in advance</u>	<u>20 work days in advance</u>
<u>international</u>	<u>30 work days in advance</u>	<u>30 work days in advance</u>

- d. Shift work outside of standard first shift work hours (7 AM to 5 PM), including changes to previously staffed shift work (excluding cancelation of shift work), require advanced approval by the Engineer.
- e. If the required notification is not given, the District will schedule the witness inspection at its convenience and the activity to be witnessed shall not proceed until the Engineer arrives or the Engineer notifies the Contractor that it is choosing to waive its witness inspections. In the event that the required notification is not given and the activity has occurred in the absence of the Engineer, the Engineer may reject the processes completed to date and require the activity to be redone.
 1. Delays resulting from failure to provide the required notification will be non-excusable. Expenses incurred by delays; repeat of the work process; or to correct unacceptable work shall be borne by the Contractor.

f. **OUT OF COUNTRY INSPECTION AND WITNESSING**

1. **EQUIPMENT AND ITEMS OF SUPPLY THAT ARE SUBJECT TO WITNESS INSPECTION BY THE DISTRICT AS IDENTIFIED IN ARTICLE 1.4, "WITNESS SCHEDULE" AND OTHER CONTRACTUALLY REQUIRED WORK AND ALL PLACES TO BE USED FOR THEIR PRODUCTION OR TESTING, SHALL BE AVAILABLE TO DISTRICT PERSONNEL. THE DISTRICT'S DECISION THAT SUCH EQUIPMENT,**

ITEMS, OR WORK CANNOT BE SAFELY INSPECTED OR OBSERVED, INCLUDING A

DECISION THAT THE COUNTRY, AREA, OR FACILITY IN WHICH PRODUCTION OR TESTING IS TO OCCUR MAY NOT BE SAFE FOR DISTRICT PERSONNEL SHALL BE FINAL AND SHALL PRECLUDE THE CONTRACTOR'S UTILIZATION OF SUCH COUNTRY, AREA OR FACILITY. THE DISTRICT WILL CONSULT THE US DEPARTMENT OF STATE WEBSITE ([HTTPS://TRAVEL.STATE.GOV/CONTENT/PASSPORTS/EN/ALERTSWARNINGS.HTML](https://travel.state.gov/content/passports/en/alertswarnings.html)) FOR "TRAVEL ADVISORIES" TO COUNTRIES AND REGIONS TO DETERMINE THE SAFETY OF INTERNATIONAL TRAVEL. AREAS WITH TRAVEL ADVISORIES SHALL NOT BE CONSIDERED FOR PROCUREMENT OF ITEMS THAT REQUIRE DISTRICT INSPECTION.

g. CONFIDENTIALITY OR NON-DISCLOSURE AGREEMENTS

- 1. FACILITIES THAT REQUIRE EXECUTION OF A CONFIDENTIALITY OR NONDISCLOSURE AGREEMENT (NDA) SHALL INCLUDE A COPY OF THE PROPOSED AGREEMENT IN THE BID PACKAGE. THE NDA WILL BE CONSIDERED AN AGREEMENT BETWEEN THE DISTRICT (NOT INDIVIDUAL INSPECTORS) AND THE REQUESTING COMPANY. THE REQUIREMENTS OF THE CALIFORNIA PUBLIC RECORDS ACT SHALL SUPERSEDE THE TERMS OF ANY NDA AND LANGUAGE TO THAT EFFECT WILL BE INCLUDED IN THE NDA BY THE District.**

13. WITNESS TRAVEL EXPENSES

- a. The Contractor shall include in the bid price all travel expenses for the Engineer to conduct the witness inspections noted if any of the inspections are to be performed at a locality exceeding 125 miles one way from Oakland, CA.**
- b. Travel expenses include hotel lodging at an establishment rated three diamond or better by American Automobile Association (AAA), or comparable listing, and a minimum \$66 meal and incidental expenses allowance per day, or at the rate established by US General Services Administration (for domestic) or US Department of State (for international), whichever is greater, for the duration of the trip.**
- c. If travel exceeds 200 miles one way from Oakland, CA, in addition to**

the expenses described in 1.3.B, travel expenses shall also include round trip direct route coach airfare from Oakland, CA; San Francisco, CA; Sacramento, CA; or San Jose, CA Airports to manufacturer's plant or testing facility, mid-sized car rental or taxi services, fuel, tolls, ground transportation to and from the airport, and airport parking at the departing airport; the following expenses shall apply as determined by the Engineer:

- d. For international or travel outside the continental United States, per diem rates are those established by the US Department of State for the specific location and dates of travel. Travel expenses may include the direct cost of securing passports, visas, language interpreters, document translators, communications, and internet access.
- e. If weekend stays are requested to defray transportation costs, reimbursement for the Engineers' stay over the weekend will include meal allowance, hotel expenses, phone and internet access charges, rental car or transportation charges to and from eating establishments, laundry service, language interpreters, or other necessary business expenses or services.
- f. Reimburse the District for any inspection that has to be repeated due to repair or rework of unacceptable work. Reimbursement shall include District Engineers' wages, or if done by a District agent, the agent's complete invoice for the needed inspection.
- g. All fees incurred such as airline reservation change fees, loss of fare due to purchase of nonrefundable tickets, hotel cancellation/rebooking fees, etc., due to Contractor-requested changes to the inspection schedule after the initial notification shall be borne by the Contractor.

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.

CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFQ Issued	February 24, 2021
Deadline For Submission of Questions	March 5, 2021
Response Due	March 24, 2021 by 1:30 p.m. At this time all bids will be opened publically in the EBMUD Board Room at 375 Eleventh St., Oakland, CA 94607*
Anticipated Contract Start Date	May 3, 2021

Note: All dates are subject to change **by District**.

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

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

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

DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFQ ACCEPTANCE AND AWARD

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

the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made or proposals rejected by the District as soon as possible after bids have been opened.

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

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

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

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

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

RFQ responses based on equivalent products must 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 in determining compensation no more than once per every twelve months for the term of this Agreement and extension periods. Price decrease requests can be submitted at any time during the terms of this Agreement and extension periods.

E. NOTICE OF INTENT TO AWARD AND PROTESTS

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

Protests must be in writing and must be received no later than seven (7) 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 Contractor.
2. Individual order price quotations shall be provided upon request per project and shall include, but not be limited to, an identifying (quotation) number, date, requestor name and phone number, ship to location, itemization of products and/or services with complete description (including model numbers, fabric and finish grade, description, color, etc.) and price per item, and a summary of total cost for product, services, shipping, and tax.
3. POs and payments for products and/or services will be issued only in the name of Contractor.
4. Any and all change orders shall be in writing and agreed upon, in advance, by Contractor and the District.

G. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFQ, will be three years, with two (2) options to renew for one-year periods.

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

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 guarantees that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guarantees that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor and equipment necessary to achieve strict conformance, and shall take precedence over any conflicting warranty or guarantee. These warranties and guarantees shall not be affected, limited, discharged or waived by any examination, inspection, delivery, acceptance, payment, course of dealing, course of performance, usage of trade, or termination for any reason and to any extent.

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.

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: John W. Grimes, Buyer II

EBMUD-Purchasing/Finance

E-Mail: john.grimes@ebmud.com

PHONE: (510) 287-0316

CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Thomas J. Reinhart, Materials Storage Supervisor

EBMUD - Purchasing Division/Materials and Supplies

E-Mail: thomas.reinhart@ebmud.com

PHONE: (510) 287-0426

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:

East Bay Municipal Utility District
FLANGED NIPPLES
RFQ No. 2108
EBMUD—Purchasing Division
P.O. Box 24055
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

East Bay Municipal Utility District
FLANGED NIPPLES
RFQ No. 2108
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. 2108 – FLANGED NIPPLES

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

From: _____
(Official Name of Bidder)

RFQ RESPONSE PACKET GUIDELINES

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



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.

Item	Estimated Annual Qty.	Description	Unit Price	Total
1	200 ea.	Nipple MLS (not coated) F&S, 4.5 x 12" flanged one end. Vendor to supply all materials. (EBMUD #047828)	\$ _____	\$ _____
2	800 ea.	Nipple MLS (not coated) F&S, 6-5/8 x 12" flanged one end. Vendor to supply all materials. (EBMUD #047832)	\$ _____	\$ _____
3	400 ea.	Nipple MLS (not coated) F&S, 8-5/8 x 12" flanged one end. Vendor to supply all materials. (EBMUD #047836)	\$ _____	\$ _____
4	150 ea.	Nipple MLS (not coated) F&S, 12.75 x 12" flanged one end. Vendor to supply all materials. (EBMUD #047844)	\$ _____	\$ _____
5	80 ea.	Nipple MLS (not coated) F&S, 18.0 x 12" flanged one end. Vendor to supply all materials. (EBMUD #047851)	\$ _____	\$ _____
TOTAL AMOUNT BID			\$ _____	



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. **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](http://www.buycleanca.org/)? 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>

2. **Evidence of current NSF 61 certification:**

3. **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.

4. **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.**

5. **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. 2108 – FLANGED NIPPLES

Bidder Name: _____

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

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

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

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

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

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



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFQ No. 2108 – FLANGED NIPPLES

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.

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

INDEMNIFICATION AND INSURANCE

A. Indemnification

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

B. 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.

C. 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.

D. 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.

EXHIBIT C

GENERAL REQUIREMENTS

Effective: September 1, 2020
Supersedes: September 13, 2019

CONTENTS

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

1. DEFINITIONS

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

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

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

2. BOND

- a. When required in the District’s bid or proposal solicitation documents, the Contractor to whom award is made shall furnish a good and approved faithful performance bond and/or payment bond within ten business days after receiving the forms for execution.
- b. The bonds shall be executed by a sufficient, admitted surety insurer (i.e.: as listed on website [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

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

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

13. HOURS OF LABOR

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

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

14. EMPLOYMENT OF APPRENTICES

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

15. CHANGES

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

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

16. EFFECT OF EXTENSIONS OF TIME

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

17. DELAYS

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.
- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures).
- 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

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

22. PROHIBITION OF ASSIGNMENT

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

23. NEWS RELEASES

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

24. SEVERABILITY

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

25. COVENANT AGAINST GRATUITIES

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

26. RIGHTS AND REMEDIES OF THE DISTRICT

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

27. WAIVER OF RIGHTS

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

28. CONFIDENTIALITY

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



EXHIBIT D IRAN CONTRACTING ACT CERTIFICATION

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

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

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

CERTIFICATION FOR PARAGRAPH 1:

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

Firm: _____

By: _____ Date: _____
(Signature of Bidder)

Title: _____

Signed at: _____ County, State of: _____

OR

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

EXHIBIT E
(DRAWINGS)

1. THIS DRAWING IS APPLICABLE FOR LOW PRESSURE SERVICES UP TO:
 - A. 175 PSI FOR FLANGES 12" AND SMALLER
 - B. 150 PSI FOR FLANGES 16" AND LARGER
 - C. SEE DRAWING 324-EA FOR HIGHER PRESSURES

FLANGES

2. FLANGES SHALL BE IN ACCORDANCE WITH AWWA C207 CLASS D FLAT FACED RING OR HUB FLANGES. AWWA C207 CLASS E RING OR HUB FLANGES ARE ACCEPTABLE ALTERNATIVES WITH PRIOR APPROVAL OF THE DISTRICT. IN CASE OF CONFLICT BETWEEN THIS DRAWING AND AWWA C207, AWWA C207 SHALL GOVERN. THE MINIMUM FLANGE THICKNESS, NUMBER OF BOLTS AND BOLT DIAMETER FOR AWWA C207 CLASS D FLANGES ARE LISTED IN THE TABLE ON THIS DRAWING.
3. ASME B16.5 CLASS 150 SLIP-ON AND WELDING NECK TYPE OR B16.47, SERIES A, CLASS 150 FLANGES ARE ACCEPTABLE ALTERNATIVES. USE TYPE AS CALLED OUT ON REFERRING DRAWING.
 - A. RAISED FACE ASME FLANGES MAY BE USED ONLY IF THE MATING FLANGE IS STEEL, STAINLESS STEEL OR DUCTILE IRON.
 - B. ASME FLANGES THAT ARE FLAT FACED WITHOUT PROJECTION MAY BE USED IN ALL INSTALLATIONS.
 - C. ASME FLANGES SHALL BE FLAT FACED IF THE MATING FLANGE IS CAST IRON OR IF THE MATERIAL OF THE MATING FLANGE IS UNCERTAIN.
 - D. NOTE THAT ASME FLANGES WERE PREVIOUSLY REFERRED TO AS ANSI FLANGES.
4. IN ACCORDANCE WITH AWWA C207, THE FLANGE LAYBACK, AFTER WELDING PIPE SECTION TO THE FLANGE AND BEFORE BOLTING THE FLANGE, SHALL NOT EXCEED 1° FOR A SINGLE FLANGE OR 1.5° FOR TWO MATING SURFACES. THE LAYBACK "G" FOR A SINGLE FLANGE IS SHOWN IN INCHES IN THE TABLE FOR 0.75°.
5. ALL FLAT FACED FLANGES SHALL HAVE EITHER A SERRATED CONCENTRIC OR SPIRAL FINISH HAVING FROM 24 GROOVES/IN TO 40 GROOVES/IN SHALL BE USED. THE CUTTING TOOL SHALL HAVE AN APPROXIMATE 0.06 IN OR LARGER RADIUS. THE RESULTING SURFACE SHALL HAVE A 125 TO 500 MICRO-INCH ROUGHNESS.
6. COAT FLANGE FACES WITH A RUST INHIBITOR OR OTHER REMOVABLE PROTECTIVE COATING AFTER WELDING PIPE TO FLANGE OR AFTER FLANGE FACE MACHINING. REMOVE PROTECTIVE COATING PRIOR TO FINAL ASSEMBLY OF FLANGES.

BOLTING

7. BOLTS SHALL HAVE REGULAR HEXAGONAL HEADS IN ACCORDANCE WITH ASME B18.2.1. NUTS SHALL HAVE HEAVY HEXAGONAL HEADS IN ACCORDANCE WITH ASME B18.2.2.
8. ALL BOLTS AND NUTS SHALL BE THREADED IN ACCORDANCE WITH ASME B1.1 FOR SCREW THREADS, COARSE THREAD SERIES (UNC), CLASS 2A OR 2B FIT. FOR BOLTS LARGER THAN 1", UN-8 SERIES THREADS WITH 8 THREADS/INCH ARE ALSO ACCEPTABLE.
9. BOLTING SHALL MEET ONE OF THE FOLLOWING AS REQUIRED BY PROJECT DRAWINGS AND SPECIFICATIONS:
 - A. CARBON STEEL: BOLTS SHALL CONFORM TO SAE J429, GRADE 5, ASTM A325, ASTM A449, TYPE 1 OR ASTM A193 GRADE B7. NUTS UP TO 1-1/2" SHALL BE ASTM A563, GRADE B OR SAE J995 STANDARD HEXAGONAL FLAT NUTS. NUTS GREATER THAN 1-1/2" SHALL BE ASTM A563, GRADE A HEAVY HEXAGONAL FLAT NUTS.
 - B. STAINLESS STEEL WITH RUBBER GASKETS: THE BOLTS SHALL BE ASTM A193, CLASS 1, B8 (TYPE 304) OR B8M (TYPE 316). NUTS SHALL BE ASTM A194, GRADE 8 (TYPE 304) OR GRADE 8M (TYPE 316) STANDARD HEX. WASHERS SHALL MATCH.
 - C. STAINLESS STEEL WITH FIBER GASKETS: THE BOLTS SHALL BE ASTM A193, CLASS 2, B8 (TYPE 304) OR N8N (TYPE 304N), CARBIDE SOLUTION TREATED AND STRAIN HARDENED. NUTS SHALL BE ASTM A194, GRADE 1 STD HEX OR GRADE 8-S1 HEAVY HEX AND STRAIN HARDENED. WASHERS SHALL MATCH.

ANTI-SEIZE COMPOUND

10. THREAD ANTI-SEIZE COMPOUND SHALL BE USED ON ALL BOLT THREADS. SEE SECTION 05 05 26 FOR ACCEPTABLE PRODUCTS. FAILURE TO LUBRICATE THE BOLTING THREADS WITH ANTI-SEIZE COMPOUND PRIOR TO NUT INSTALLATION WILL RESULT IN LOW BOLT TENSION AND INSUFFICIENT GASKET PRESSURE.

GASKETS

11. FLAT FACED FLANGES SHALL USE RUBBER OR NON-ASBESTOS FIBER GASKETS. RAISED FACE FLANGES SHALL USE NON-ASBESTOS FIBER GASKETS.
12. FIBER GASKETS SHALL BE USED WITH HIGH STRENGTH STAINLESS STEEL BOLTING.
13. RUBBER GASKETS SHALL BE FULL-FACED PEROXIDE CURED EPDM WITH A THICKNESS OF 1/16" OR 1/8".
14. NON-ASBESTOS FIBER GASKETS SHALL MEET THE REQUIREMENTS OF AWWA C207. FACES SHALL BE LUBRICATED ON BOTH SIDES WITH FOOD GRADE ANTI-SEIZE COMPOUND.
15. FLANGES 24" AND SMALLER SHALL USE FULL FACED GASKETS. FLANGES OVER 24" SHALL USE RING GASKETS.

DIMENSIONS

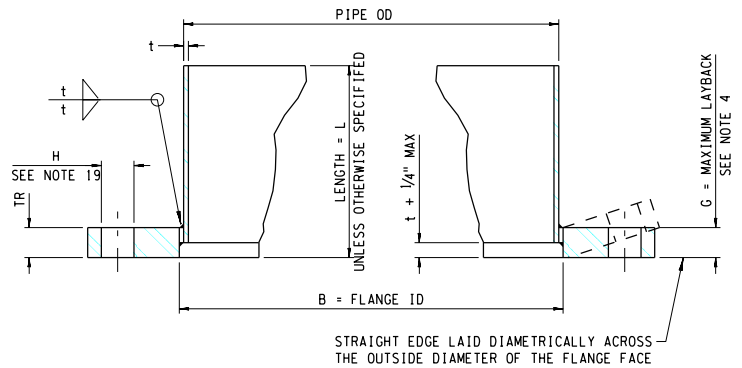
16. THE FLANGE ID "B" SHALL BE 1/8" LARGER THAN THE PIPE OUTSIDE DIAMETER FOR PIPES UP TO 16" AND 3/16" LARGER FOR PIPES 20" AND LARGER. NOTE THAT DISTRICT STANDARD PIPELINE PIPE DIAMETERS ARE DIFFERENT FROM ASME B36.10 AND B36.19 PIPE. VERIFY ACTUAL PIPE DIAMETER BEFORE FABRICATING FLANGES. SEE APPLICABLE PIPE DRAWINGS (SUCH AS 1884-A, 7830-GB-1 AND 9499-GB) FOR PIPE OUTSIDE DIAMETER.
17. NOTE THAT FLANGE DRILLING FOR AWWA C207 CLASS D FLANGES, ASME B16.1 CLASS 125 FLANGES, ASME B16.5 CLASS 150 FLANGES, AND ASME B16.47 SERIES A CLASS 150 FLANGES ARE IDENTICAL.
18. THE OVERALL LENGTH "L" SHALL BE 12" FOR FLANGES UP TO 18" FOR FLANGES 24" AND LARGER.
19. THE BOLT HOLE DIAMETER "H" SHALL BE 1/8" LARGER THAN THE BOLT DIAMETER.

BOLTING PROCEDURES

20. INITIAL BOLTING: HAND TIGHTEN EACH, THEN "SNUG" EACH TO 10% OF FINAL TORQUE AND CHECK GAP AROUND CIRCUMFERENCE FOR UNIFORMITY. SELECTIVELY TIGHTEN WHERE GAP IS LARGER.
21. FLANGE BOLTS FOR RUBBER GASKETS SHALL BE TIGHTENED TO FINAL TORQUE WITH MINIMUM PASSES AS FOLLOWS:

PASS	PERCENT OF FINAL TORQUE	PATTERN
1	20 TO 30	CROSS
2	50 TO 70	CROSS
3	100	CROSS
4	100	CIRCULAR CLOCKWISE

 AFTER HYDROTESTING, REPEAT PASSES 3 & 4.



LP FLANGE & PIPE SECTION ASSEMBLY

PIPE SIZE	MIN. FLANGE THICKNESS TR		BOLTS		BOLT TORQUE		MAXIMUM FLANGE LAYBACK G
	RING	HUB	#	DIAM	RUBBER	FIBER	
4	0.625	0.500	8	5/8	35	120	0.029
6	0.688	0.562	8	3/4	56	200	0.028
8	0.688	0.562	8	3/4	70	220	0.031
10	0.688	0.688	12	7/8	87	300	0.034
12	0.812	0.688	12	7/8	104	350	0.040
16	1.000	0.750	16	1	119	450	0.048
20	1.125	0.750	20	1 1/8	137	600	0.048
24	1.250	1.000	20	1 1/4	205	700	0.051
30	1.375	1.000	28	1 1/4	207	800	0.056
36	1.625	1.125	32	1 1/2	304	1000	0.064
42	1.750	1.25	36	1 1/2	359	1000	0.071
48	1.875	1.375	44	1 1/2	362	1000	0.074
54	2.125	1.375	44	1 3/4	516	1500	0.079
60	2.250	1.500	52	1 3/4	526	1500	0.084
66	2.500	1.500	52	1 3/4	625	1500	0.090
72	2.625	1.500	60	1 3/4	625	1500	0.094
78	2.750	1.750	64	2	761	2000	0.097
84	2.875	1.750	64	2	877	2000	0.102
90	3.000	2.000	68	2 1/4	1036	3000	0.107
96	3.250	2.000	68	2 1/4	1252	3000	0.112
102	3.250	-	72	2 1/2	1458	4000	0.117
108	3.375	-	72	2 1/2	1820	4000	0.121

TABLE DIMENSIONS ARE IN INCHES, TORQUE IS FT-LBS

22. FLANGE BOLTS FOR NON-ASBESTOS COMPOSITION GASKETS SHALL BE TIGHTENED WITH MINIMUM PASSES AS FOLLOWS:

PASS	PERCENT OF FINAL TORQUE	PATTERN
1	20 TO 30	CROSS
2	50 TO 70	CROSS
3	100	CROSS
4	100	CIRCULAR CLOCKWISE
ALLOW MINIMUM 4 HR FOR GASKET TO UNDERGO RELAXATION, THEN:		
5	100	CROSS
6	100	CIRCULAR CLOCKWISE

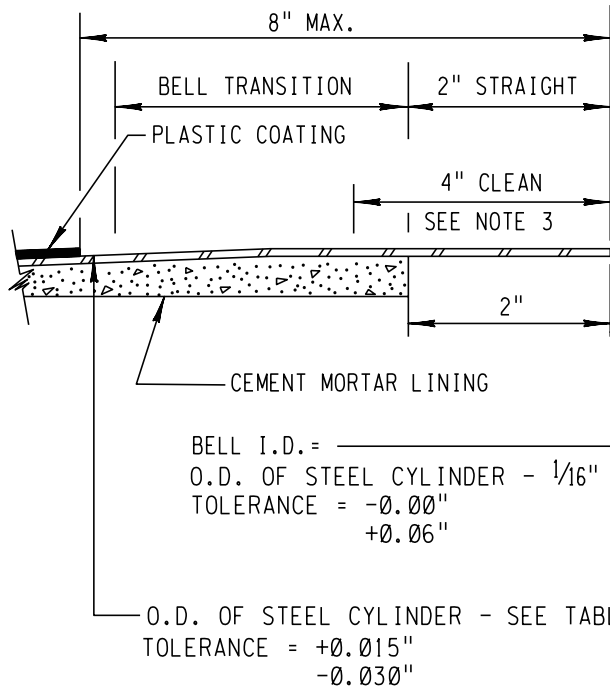
23. BOLTS SHALL IN ALL PASSES BE TIGHTENED IN DIAMETRICAL PAIRS AND IN A CROSS PATTERN AS RECOMMENDED BY THE GASKET MANUFACTURER OR ASME PCC-1, TABLES 4 OR 4.1.

24. A CALIBRATED TORQUE WRENCH SHALL BE USED ON ALL PASSES TO ENSURE UNIFORM BOLTING. TORQUE MULTIPLIERS ARE REQUIRED FOR HIGHER TORQUE VALUES.

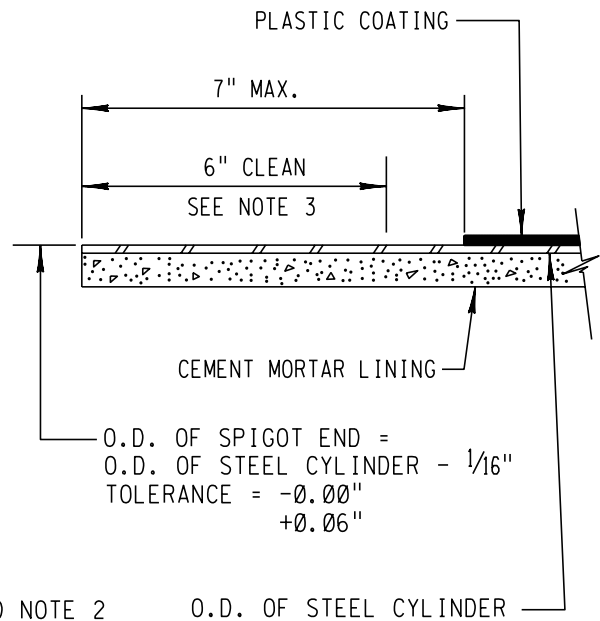
REVISED AND REDRAWN 14 JAN 99 DLH

C. T. WAY
APPROVED, DIRECTOR OF ENGINEERING, R.P.E. NO. C26724

NO.	DATE	REVISION	BY	REC.	APP.	DESIGN	REVIEW	EAST BAY MUNICIPAL UTILITY DISTRICT OAKLAND, CALIFORNIA		STRUCTURE OR ZONE DESIGNATION	SCALE	DATE	0323-EA
7	10-15-20	REVISED NOTE	JC	MR	CAV	DESIGNED BY EBMUD		STANDARD DRAWING		WITH ATTACHED PIPE SECTION	NONE	IFEB 81	
6	03-10-20	REVISED VALUES	DSB	DSB	CAV	DESIGN CHECKED BY HUBERT LAI							
5	02-01-17	REVISED NOTES	MR	DSB	CAV	DRAWN BY dlh		STEEL PIPE FLANGES LOW PRESSURE					
4	06-30-08	REVISED NOTES	JH	ST	AST								
						CORROSION CHECK BY K. CHAPMAN		WITH ATTACHED PIPE SECTION					
						SR. CIVIL ENG. R.P.E. NO. C 27714 W. BODE							
						RECOMMENDED MGR. OF DESIGN R.P.E. NO. C 16814 J. M. HILLIARD/W. BODE		APPROVED, DIRECTOR OF ENGINEERING, R.P.E. NO. C 31966 D. M. DIEMER					



TYPICAL BELL END DETAIL



TYPICAL SPIGOT END DETAIL

NOMINAL PIPE SIZE	STEEL CYLINDER		LINING THICKNESS		COATING THICKNESS, MIN.	MAX. WORKING PRESSURE
	O.D.	THICKNESS	MIN.	MAX.		
4"	4.500"	10 GA. (0.134")	$\frac{1}{8}"$	$\frac{1}{4}"$	50 MILS	200 PSI
6"	6.625"	10 GA. (0.134")	$\frac{1}{4}"$	$\frac{3}{8}"$	50 MILS	200 PSI
8"	8.625"	10 GA. (0.134")	$\frac{1}{4}"$	$\frac{3}{8}"$	50 MILS	200 PSI
12"	12.75"	10 GA. (0.134")	$\frac{1}{4}"$	$\frac{1}{2}"$	50 MILS	175 PSI
16"	18.00"	8 GA. (0.165")	$\frac{3}{8}"$	$\frac{5}{8}"$	50 MILS	175 PSI
20"	22.00"	$\frac{3}{16}"$ (0.187")	$\frac{3}{8}"$	$\frac{5}{8}"$	80 MILS	150 PSI

NOTES:

- PIPE CYLINDER, LINING, AND COATING SHALL CONFORM TO THE REQUIREMENTS OF E.B.M.U.D. SPECIFICATIONS.
- OUT OF ROUNDNESS OF STEEL CYLINDER AT BELL & SPIGOT ENDS SHALL BE NOT GREATER THAN 1% MEASURED AS THE DIFFERENCE BETWEEN MAJOR & MINOR OUTSIDE DIAMETERS.
- "CLEAN" AREAS SHALL BE FREE OF ALL COATING MATERIALS.

REVISED & REDRAWN 18 NOV 87 NTN: *LB*

**EAST BAY MUNICIPAL UTILITY DISTRICT
OAKLAND, CALIFORNIA**

STANDARD DRAWING

**STEEL PIPE
MORTAR LINED & PLASTIC COATED**

20" & SMALLER

3	8 NOV 88	REVISED	<i>HST</i>
2	30 JUNE 08	REVISED	<i>HST</i>
NO.	DATE	REVISION	BY REC. APP.

APPROVED

CTW
CHIEF ENGINEER, R.P.E. NO. C 26724

DESIGNED BY	E.B.M.U.D.
SR. CIVIL ENGR.	<i>ABody</i>
R.P.E. NO. C 27714	
MGR. OF DESIGN	<i>AMHill</i>
R.P.E. NO. C 16814	
ASST. CH. ENG., D.&C.	<i>JMTran</i>
R.P.E. NO. C-29111	

DRAWN BY	JJG
SCALE	NONE
ORIG. DWG. DATED	3 JUN 73

NO. 1884-A