MARIN MUNICIPAL WATER DISTRICT



BID PROPOSAL FOR Welded Steel Ripe Contract No. 1966

MARIN MUNICIPAL WATER DISTRICT

220 Nellen Avenue Corte Madera, CA 94925

OCTOBER 2021

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NOTICE INVITING BIDS

Sealed bids for the Furnishing and Delivery of 4", 6", 8", 12", 14", 18", 20", 24" Welded Steel Pipe will be received at the Office of the Director of Engineering, Marin Municipal Water District, 220 Nellen Avenue, Corte Madera, CA 94925, until 10:00 a.m., Tuesday, October 26, 2021, at which time they will be publicly opened and read in the Board of Directors' room by the Secretary or a designated representative. This contract is for furnishing and delivery of 4", 6", 8", 12", 14", 18", 20", 24" Welded Steel Pipe. The delivery location is at our Pelican Way Pipe yard in San Rafael within the County of Marin, California.

Bids will be considered for the complete supply only. The bids must be submitted on the bid forms provided by the Marin Municipal Water District ("District"). The bids must be signed by an authorized employee of the bidder. The District will not be responsible for bids delivered to a person or location other than that specified herein. The bids must be in ink or typewritten, and all changes or erasures must be initialed and dated in ink. No facsimile, telegraphic or telephonic bids will be accepted. Late bids or unsigned bids will not be accepted under any circumstances. This Invitation to Bid shall be executed by both the District, and the bidder who the District determines to be the lowest responsible and responsive bidder ("Successful Bidder"). Upon award of the bid, this bid document shall constitute apart of the Agreement ("Agreement") between the Successful Bidder and the District, and will function as the terms and conditions of a Purchase Order (P.O.).

<u>BEFORE BIDDING</u>: Bidders should contact their insurance brokers to verify that their insurance meets all insurance requirements of the contract and that their broker will provide a completed MMWD Additional Insured Endorsement.

Proposals must be submitted in a sealed envelope addressed to the attention of the Director of Engineering, with the words "WELDED STEEL PIPE-CONTRACT NO. 1966, October 26, 2021," clearly marked on the outside of the envelope.

OBTAINING CONTRACT DOCUMENTS: Specifications may be obtained by logging on to http://www.marinwaterplans.com/ or by calling BPX Printing at 510-559-8299. **These items may be obtained at no cost, with the exception of shipping and handling which shall be paid for by the requestor, and is non-refundable. All bidders must obtain a complete bid set from the BPX Printing prior to bid opening in order to be considered responsive and to receive addenda notifications and must be on the BPX plan holders list.**

The District reserves the right to reject any and all bids and to waive any irregularities in said bids.

Terrie Gillen, Board Secretary Board of Directors

INSTRUCTIONS TO BIDDERS

The Bidder's attention is called to the forms and documents listed below which must be executed in full as required. Signature by the Bidder indicates that the information provided by the Bidder is accurate. The Bidder is requested to return the entire specification booklet with his bid.

I. TO BE EXECUTED AND SUBMITTED WITH THE BID (OTHERWISE THE BID MAY BE REJECTED AS IRREGULAR)

A. Proposal (Page 8 of this Contract)

To be filled in completely and signed by Bidder

B. Bidding Sheet Schedule (Page 9 of this Contract)

To be filled in completely and signed by Bidder.

C. Bidder's References and Credit Report (Page 10 of this Contract)

To be filled in completely and signed by Bidder

D. Financial Report (Page 11 of this Contract)

To be filled in completely and signed by Bidder

E. Subcontractor Questionnaire (Page 14 of this Contract)

To be filled in completely and signed by Bidder.

F. Noncollusion Affidavit (Page 15 of this Contract)

To be filled in completely and signed by Bidder.

G. Bid Guarantee

A bid guarantee in the amount of ten (10) percent of the bid amount must accompany the bid. The proposal guarantee must be in the form of one of the following: cash, a cashiers check made payable to District, a certified check made payable to the District, or a bid bond executed by an admitted surety insurer authorized by the California State Department of Insurance to transact business in California made payable to the District. Note that all bid guarantees will be retained until a contract is executed for the work.

Bids may be withdrawn by the Bidder prior to the time fixed for opening of the bids. No proposal may be withdrawn after the hour fixed for opening bids without rendering the accompanying certified check, cashier's check or bid bond subject to retention as liquidated damages in like manner to the case of failure to execute the contract after award, as provided in the contract documents herein. Negligence on the part of the Bidder preparing his proposal shall not constitute a right to withdraw the proposal subsequent to the opening of proposals. After the opening of bids, the District shall award the contract within 30 days during which time no bids may be withdrawn.

II. TO BE EXECUTED BY THE SUCCESSFUL BIDDER ONLY (BEFORE THE START OF WORK)

Within seven (7) calendar days after the date on the "Award Documents and Requirements" letter, the "Successful Bidder" shall execute (3) three copies of the contract, return them to the District and complete and submit the following documents and requirements:

A. Proof of Workers' Compensation Insurance and Public Liability Insurance (Page 21 and 22 of this Contract)

The "Successful Bidder" shall submit proof to the District that he has satisfactory insurance coverage provided either by insurers admitted to do business in the State of California with at least an A.M. Best rating of "A" or by non-admitted insurers with at least an A.M. Best rating of "A". In addition, the following specific insurance requirements shall be met:

- 1. Adequate Workers' Compensation Insurance coverage and terms.
- 2. Waiver of subrogation endorsement in favor of the District.
- 3. Public Liability coverage of not less than \$1,000,000 per occurrence combined single limit.

Each such policy shall be endorsed with the "Additional Insured Endorsement" form on Page 23.

B. Performance Bond (Page 16 and 17 of this Contract to be used only if copies of the bond from the Surety is not attached)

The bond is to be executed by the Successful Bidder and admitted surety insurer authorized by the California State Department of Insurance to transact business in California after the award of the contract by the Marin Municipal Water District; the bond is to guarantee the faithful performance of the contract. Said bond is to be in the 100% of the total amount of the bid. Combination bonds may be supplied and will be accepted if in a form satisfactory to the District.

C. Workers' Compensation Certificate (Page 20 of this Contract)

To be filled in completely by the Successful Bidder.

D. Agreement (Page 18 and 19 of this Contract)

To be signed and sealed by the Successful Bidder.

Upon satisfactory execution of the contract and determination of insurance the District will provide the "Successful Bidder", now known as Vendor, with a copy of the fully executed contract and a "Notice to Proceed".

INFORMATION AND INSTRUCTIONS FOR BIDDERS

1. BIDDER MUST MAKE THOROUGH STUDY AND INVESTIGATION

The Bidder's proposal must include any and all expenses he may incur in order to complete the work stipulated under the proposed contract.

2. UNDERSTANDING OF CONTRACT DOCUMENTS

By submitting a bid, the Bidder acknowledges that he understands each and every part of the contract documents. His submittal also certifies that he has performed a thorough study as indicated in Article 1 (above) and he understands thoroughly the intent of all parts of the contract documents and the nature of the work. As a result, the Bidder agrees, if selected as Vendor, that he will not hereafter make any claim for compensation, extension of time or other allowance of any sort, based upon or arising out of any alleged misunderstanding by him of any part of the specifications. The Bidder shall, upon discovering any error or omission in the contract documents, <u>immediately</u> call it to the attention of the Senior Buyer.

3. DESCRIPTION OF BID ITEMS

The Bidder's attention is directed to the fact that requirements are set forth in the Bid Item Descriptions and the Technical Specifications, which indicate the specific and detailed work to be performed under each of the items shown on the Bidding Sheet Schedule.

4. GENERAL CONDITIONS OF BIDDING

All bid documents must be completed on forms supplied with the contract specifications. The Bidder must return the entire specification booklet to the District in a sealed envelope, which is addressed as indicated in the Notice Inviting Bids. Proposals will be received at the Office of the Director of Engineering, Marin Municipal Water District, 220 Nellen Avenue, Corte Madera, California 94925, at any time up to the date and hour named in the published call for bids. Any bids received after that time will be returned to the bidder unopened.

Bids having any erasure or interlineations may be rejected by the District. Any changes on the Bidding Sheet must be initialed by the Bidder or his authorized representative. Failure to do so may result in bid rejection.

Statements or communications accompanying bids which serve to qualify or condition bids (except as provided for in the Notice Inviting Bids) may be disregarded by the District in making contract awards. Contract awards shall be made without regard to added conditions unless the statement or communication is expressly mentioned and accepted in the resolution of award. The District may, at its option, disqualify any bid containing such statement or communication. The District may also waive any irregularity in any bid.

5. SUBCONTRACTORS

The Bidder must comply with the "Subletting and Subcontracting Fair Practices Act" (Government Code Section 4100, et. seq.).

In addition, the Bidder must name in his proposal each subcontractor he will employ if awarded the contract, the work to be done by each subcontractor, the location of the mill or shop of each subcontractor, and, if requested, the price to be paid to each subcontractor for such work.

If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract, it shall be understood that he will perform such portion of the work without subcontracting the same and he will not be permitted to subcontract said portion of the work, except at the discretion of the District as set forth in the General Specifications.

The Bidder may be required to furnish to the District information regarding technical experience, financial status, and available equipment for each subcontractor mentioned in his proposal. The District reserves the right to review qualifications of subcontractors and will advise the Bidder of its findings.

6. COLLUSION

No person, firm, or corporation shall be allowed to make, file or be interested in more than one bid for the same work, except where alternate bids are requested. No person, firm, or corporation shall knowingly receive preferential treatment by any officer or any employee of the District. Violation of this section will, at the discretion of the District, result in immediate termination or cancellation of the contract.

A person, firm or corporation acting as a subcontractor for labor or material portions of the contract will not be disqualified for submitting sub proposals or quotations to more than one bidder on the same contract.

7. AWARD OF CONTRACT - REJECTION OF BIDS

Award of the contract will normally be made by the District to the lowest, responsible bidder within a reasonable time after the opening of proposals. The District may reject any and all bids and must reject any bid of any party found not to be a responsible Bidder. In the event of discrepancy in a bid between unit bid prices and total amounts, the unit bid prices shall control in determining the amount of each bid and which bidder has submitted the lowest bid.

8. ADDENDA AND EXPLANATION TO BIDDERS

Any explanation desired by Bidders regarding the meaning or interpretation of any of the contract documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of proposals. Any such explanations or interpretations will be made in the form of addenda to the documents and will be furnished to all Bidders. Bidders shall sign and submit all addenda with their proposals. The District is not authorized to give oral explanations or interpretations of contract documents, and a submission of a proposal constitutes agreement by the Bidder that he has placed no reliance on any such oral explanation or interpretation unless verified in writing. However, the District may upon inquiry by a Bidder, orally direct the Bidder's attention to the specific provision of the contract documents which covers the subject of the inquiry.

PROPOSAL

	 	 , 20_

To The Marin Municipal Water District Corte Madera, California

Pursuant to the foregoing Invitation to Bid, the undersigned Bidder here-with submits a proposal on the bidding sheet attached hereto and made a part hereof, and binds himself on award by The Marin Municipal Water District under this proposal to execute in accordance with such award a contract in the form hereto attached and of which this Proposal, forms, affidavits, drawings and specifications shall be a part and for performing and completing the said contract within the time stated and at the prices named in the Bidding Sheet hereto annexed. The attached Invitation to Bid, Information and Instructions for Bidders, all forms, affidavits, drawings and specifications are hereby made a part of this proposal, and all provisions thereof are hereby accepted by Vendor. The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation.

(Signature)	
(Print Name)	
(Title)	
(Address)	
(City, State & Zip)	
(Phone No.)	
(Fax No.)	
(Website)	
(Email Address)	

BIDDING SHEET SCHEDULE

Furnish and deliver F.O.B. destination the following sizes and lineal foot (L.F.) quantities of Welded Steel Pipe for Marin Municipal Water District.

ITEM <u>NO.</u>	SIZE NPS	STICK LENGTH	L.F. <u>QUANTITY</u>	COATING UNIT <u>(P or T</u>)	<u>PRICE</u>	TOTAL
1.	4 -inch	20′	1,800 L.F.		4	
2.	6-inch	20'	9,320 L.F.			
3.	8-inch	20′	15,740 L.F.		V —	
4.	12-inch	20′	2,960 L.F.			
5.	14-inch	20′	40 L.F.	4		
6.	18-inch	20′	140 L.F.			
7.	20-inch	20′	240 L.F.			
8.	24-inch	20′	1,080 L.F.	<u></u>		
			Subtotal		_	
	Current D	elivery Locatio	n Sales Tax Rate 9.2	5%		
	,(GRAND TO	AL BID		
			reject any or all bi			
			by the District. Th			
-		id price shall be	items. In the event e used.	of discrepancy be	tween unit bio	a price and total
SIGNAT	TURE			COMPANY		
ADDRE	SS			CITY/STATE/ZIP CO	DE	
TELEPH	IONE NUME	BER		DATE		

BIDDER'S REFERENCES AND CREDIT REPORT

Reference is hereby made to the following bank or banks as to the financial responsibility of the Bidder:

Name of Bank	<u>Address</u>
Reference is hereby made to the follow general reliability of the Bidder:	ring surety companies as to the financial responsibility and
Name of Surety Company	
Name of Surety Company	
Signature of Bidder	
Title	
Company	
Address	

Within five working days after the bid opening date for this project, the three apparent lowest bidders shall submit a credit report, current within 30 days of the bid opening date for this project. For privacy purposes, the report may be submitted in an envelope marked "CONFIDENTIAL." To be considered a responsible bidder on this project, either the Contractor's credit report shall indicate a Dun & Bradstreet credit risk rating of 1A-2 or better, or the Contractor's bank shall issue a financial statement on the form attached as Page 11, or the Contractor shall submit a bank letter, dated after the project bid opening, certifying an available line of credit equal to or greater than \$500,000.00. If the Contractor is a Dun & Bradstreet member, a copy of the current Dun & Bradstreet rating form showing a rating not less than 1A-2 will suffice.

If the Contractor is not a Dun & Bradstreet member, an acceptable credit report shall consist of the submittal of the District's Financial Statement Form (attached as Page 11) executed by the Contractor's bank. Failure to submit the required report within five working days of the bid opening date for this project shall cause the bid to be rejected. Failure to possess the required financial strength and credit risk rating shall cause the bid to be rejected. The sufficiency of the Bidder's financial qualifications will be determined solely by the District and its decision shall be final.

FINANCIAL STATEMENT FORM

	has an established deposit
(Vendor)	
and borrowing relationship with	since
	(Bank)
Both business account and cred	dit accommodations are maintained in a
(Date)	6
highly satisfactory manner. Based on my knowled	ge of's's
average monthly business account balances and it	ts credit worthiness I believe its general
financial strength and credit rating meet or excee of not less than 1A-2.	ed the Dun & Bradstreet* alphanumeric ratin
(Vendor Company Name)	
(Vendor Representative, Printed Name)	
(Vendor Representative, Signature)	Date
(Bank Name)	
(Business Address)	(City/State/Zip Code)
(Bank Representative, Printed Name and Title)	
(Bank Representative, Signature)	 Date

*Following are two Dun & Bradstreet rating component sheets to assist in the evaluation of the responsible bidder's tangible net worth and credit worthiness.

DUN & BRADSTREET RATING COMPONENTS

The Dun and Bradstreet Rating consists of two parts: (a) Financial Strength Indicator and (b) Condition Code or Risk Indicator.

Financial Strength Indicator

The Financial Strength Indicator is calculated using either the Net Worth or Issued Capital of the Subject Company. If both figures are available, then the Net Worth is always used to calculate the Financial Strength.

	Based on Net Worth		Based on Issued Capital Figure
5A	Financial Strength of 60 + million	5AA	Financial Strength of 60 + million
4A	Financial Strength of 25 - 60 million	4AA	Financial Strength of 25 - 60 million
3A	Financial Strength of 12 - 25 million	3AA	Financial Strength of 12 - 25 million
2A	Financial Strength of 2.5 - 12 million	2AA	Financial Strength of 2.5 - 12 million
1A	Financial Strength of 1.2 - 2.5 million	1AA	Financial Strength of 1.2 - 2.5 million
Α	Financial Strength of 600,000 - 1.2 million	AA	Financial Strength of 600,000 - 1.2 million
В	Financial Strength of 345,000 - 600,000	вв •	Financial Strength of 345,000 - 600,000
С	Financial Strength of 175,000 - 345,000	E	Financial Strength of 175,000 - 345,000
D	Financial Strength of 120,000 - 175,000	DD	Financial Strength of 175,000 - 345,000
E	Financial Strength of 60,000 - 120,000	ÉE	Financial Strength of 60,000 - 120,000
F	Financial Strength of 35,000 - 60,000	FF	Financial Strength of 35,000 - 60,000
G	Financial Strength of 15,000 35,000	GG	Financial Strength of 15,000 - 35,000
Н	Financial Strength of 0 - 15,000	НН	Financial Strength of 0 - 15,000

Other codes used:

- N Financial Strength is negative
- O Financial Strength is undisclosed
- NB New Business less than 2 years old
- NQ Ceased Trading

The Condition Code or Risk Indicator

This is calculated by taking into account key items within the Business Information report which are used to predict the likelihood of a business failure.

Risk Indicator	Probability of failure	Guide to interpretation
1	Minimal risk	Proceed with transaction - offer terms required
2	Low risk	Proceed with transaction
3	Greater than average risk	Proceed with transaction but monitor closely
4	Significant level of risk	Take suitable assurances before extending credit
5	Insufficient information to assign a risk indicator	No public information or D&B proprietary information available to indicate trading activity

VI-b

The Risk Indicator in more detail:

Strong Condition (1)

This is assigned to companies of undoubted credit standing and financial strength. The risk associated with being a creditor of these concerns would be negligible or zero, the concern which pays bills promptly or discount.

Good Condition (2)

This is assigned to financially sound concerns, having no known record of bad payments and paying suppliers quickly. The risk of being associated with being a creditor of these concerns would be low and they would be classified as an ordinary trade risk.

Fair Condition (3)

This would be assigned to concerns believed to be financially sound but with a history of slow payments or some losses or working capital deficit. The risk associated with being a creditor of these concerns is higher and would be classified as potentially slow payers or fair trade risk.

Poor Condition (4)

This would be assigned to concerns of known financial weakness. A number of years losses, higher than normal working capital deficit, a negative tangible net worth which is worsening, court judgments, bad payments etc. This risk is associated with being a creditor of these concerns is high or significant.

Undetermined (-)

This is assigned to concerns where there is insufficient information available to express any opinion on the condition, financial soundness or payment history of the concern. A concern with no telephone number will also be assigned a " - " condition.

For additional questions regarding Dun & Bradstreet (D&B) ratings, please call the Dun & Bradstreet Customer Service Center at 1-800-234-3867.

SUBCONTRACTOR QUESTIONNAIRE

e supply the following information:		
Manufacturer and Location of Plant for:	*Years of Experience	Percentage Of Total Bid
Steel Cylinders		
COMPANY		
ADDRESS		
CITY, STATE, ZIP CODE		\circ
Cement Lining		X
COMPANY	76	
ADDRESS	16	
CITY, STATE, ZIP CODE		
Polyethylene Coating		
COMPANY		
ADDRESS		
CITY, STAJE, ZIP CODE		
Tape Wrap		
COMPANY		
ADDRESS		
CITY, STATE, ZIP CODE		

* The bidder shall state the number of years of experience that the bidder or the designated subcontractor has had in performing operations on similar materials. Bidders who do not have a satisfactory history as judged by the bid evaluator may be required to submit further evidence in account with the District's Standard Specifications.

NONCOLLUSION AFFIDAVIT

STATE OF CALIFORNIA)		
COUNTY OF) ss.)		
	,		_
		haing first duly sworn	, deposes and says that he
or she			
			he foregoing bid; that the
bid is not made in the intere	•	•	
association, organization, or the bidder has not directly of	=	_	
sham bid, and has not directly to	=		
bidder or anyone else to pu			
bidder has not in any manr			
conference with anyone to overhead, profit, or cost elements			
advantage against the public			
contract; that all statements			
directly or indirectly, submit			
thereof, or divulged informa corporation, partnership, co	tion or data relat	ive thereto, or paid, and	will not pay, any fee to any
or agent thereof to effectuat			ository, or to any member
J			
	Signed _		
	Signed _		
	Title		
Subscribed and sworn to bef	ore me this	day of	, 200
Seal of Notary			
Notary Public			

MARIN MUNICIPAL WATER DISTRICT CORTE MADERA, CALIFORNIA

PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS that @,

WHEREAS, the Marin Municipal Water District, by Resolution No. @ of its Board of Directors, passed on the @ has awarded to @ hereinafter designated as the "Principal", Contract No. @ which contract executed by said Principal is dated @ and is hereby referred to and incorporated herein by reference, and @

WHEREAS, said Principal is required under the terms of said contract to furnish a Bond for the faithful performance of said contract, the furnishing and delivery of Welded Steel Pipe to the District in the manner and quality described in the technical specifications and bid proposal for Contract No. @.

NOW, THEREFORE, we the Principal and Surety undersigned are held and firmly bound unto the Marin Municipal Water District, hereinafter called the "District", in the penal sum of (\$@) lawful money of the United States (being not less than 100% of the total amount payable by the terms of said contract), for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, as hereinabove provided.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Marin Municipal Water District, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

The obligors herein expressly agree that this Bond shall be treated as the joint and several as well as the several obligation of each of the obligors.

Any alterations in the work to be done or the material to be furnished which may be made pursuant to the terms of said contract shall not in any way release the Principal or the Surety hereunder, nor shall any extensions of time granted under the provisions of said contract release either the Principal or the Surety, and notice of such alterations or extensions of the contract is hereby waived by the Surety.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this @ day of @

the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal	
Ву	
Ву	
Surety	
Ву	
Ву	

AGREEMENT

hereinafter called "Vendor", and **Marin Municipal Water District**, a public corporation, Corte Madera, California, hereinafter called "District" agree as follows:

WHEREAS the District, by its Resolution No. Vendor the contract for the following:

passed on

, 2021, awarded to

The furnishing and delivery of Welded Steel Pipe to the District in the manner and quality described in the technical specifications and bid proposal for Contract No. 1966

NOW, THEREFORE, Vendor agrees to perform said work in a good and workmanlike manner, under the direction and to the satisfaction of the District and will furnish materials necessary for use in the performance thereof, all in accordance with the Invitation to Bid, Information and Instructions to Bidders, Proposal submitted by Vendor, and all contract drawings and specifications attached hereto, all of which are by this reference made a part of this agreement. Vendor further agrees to pay and discharge, when due, all labor and material claims incurred by him in the performance of this agreement.

Said work shall be completed as shown in Special Provisions.

District agrees that upon the performance of the contract, District will pay to Vendor for said work, at the time(s), in the manner, and to the extent provided by law and in said Specifications, the amounts due to Vendor under this contract.

Vendor shall indennify, hold harmless, defend and release District, its officers, directors, agents and employees from any and all liability, actions, claims, damages, costs, and expenses of suits, which may be asserted by any person or entity, including Vendor, arising out of or in connection with the activities of Vendor, its agents, and employees provided for herein whether or not there is concurrent passive negligence on the part of the District but excluding liability for District's sole negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or types of damages or compensation paid by or for Vendor or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Time is of the essence.

This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement, pursuant to quote of the Civil Procedures Section 1856. No modification to this agreement shall be effective unless and until such modification is made in writing and signed by both parties.

Signature	•
Print Name and Title	
Company Name	
Street Address	
City, State and Zip Code MARIN MUNICIPAL WATER DISTRICT	
General Manager	
Secretary	

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertaken
self-insurance in accordance with the provisions of that Code, and I will comply with supprovisions before commencing the performance of the work of this contract.
(Signature of Bidder)
Business Address
Place of Residence

WORKERS' COMPENSATION INSURANCE

Before contract execution, the Successful Bidder shall furnish to the District satisfactory proof that he has taken out, for the period covered by the proposed contract, full worker's compensation insurance with an insurance carrier satisfactory to the District. Such insurance shall cover all persons he may employ directly or through subcontractors in carrying out the work contemplated under the contract in accordance with the Act of the Legislature of the State of California known as the "Workers' Compensation Insurance and Safety Act", approved May 26, 1913, and all acts amendatory thereof or supplement thereto. Such insurance shall be maintained in full force and effect during the period covered by the contract.

All workers' compensation policies shall be endorsed with the following specific anguage:

"This policy shall not be cancelled without first giving thirty (30) days prior notice to Marin Municipal Water District by certified mail."

If the Vendor fails to maintain such insurance, the District may take out compensation insurance to cover any compensation which the District or Vendor might be liable to pay under the provisions of said Act, as amended, by reason of any employee of the Vendor being injured or killed while engaged in the execution of the work covered by the contract. The District will then deduct and retain the amount of the premiums for such insurance from any sums due the Vendor under the contract.

If any injury occurs to any employee of the Vendor for which the employee, or his dependents in the event of his death, is entitled to compensation from the District under the provisions of said Act as amended, or for which compensation is claimed from the District, the District may retain out of the sums due the Vendor under the contract an amount sufficient to cover such compensation as fixed by said Act as amended, until such compensation is paid or until it is determined that no compensation is due. If the District is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid.

PUBLIC LIABILITY INSURANCE

Before contract execution, the Successful Bidder shall furnish to the District, satisfactory proof that he has adequate public liability insurance provided either by insurers admitted to do business in the State of California with at least an A.M. Best rating "A" or by non-admitted insurers with at least an A.M. Best rating of "A", to protect himself against losses from liability for damages on account of bodily injuries, death, and/or property damage (including loss of use suffered or alleged to have been suffered by any person or persons), caused by or arising from the Vendor's performance under the contract. The District shall have the right to approve/disapprove any insurance carriers or forms.

The Successful Bidder shall provide Personal Injury/Bodily Injury and Property Damage Insurance for all activities of the Successful Bidder and its subcontractors arising out of or in connection with this Contract, written on a commercial liability form including Vendor's protective coverage and completed operations insurance in a amount not less than \$1,000,000 combined single limit for each occurrence.

The Successful Bidder shall also provide the District with automobile insurance including non-owned automobile liability coverage in an amount not less than \$1,000,000.

Additional Requirements Public/General Liability Insurance and Automobile Liability Insurance:

- 1. In addition to a satisfactory certificate of insurance, a list of the exclusion endorsements in the policy must be provided. Coverage must be provided for subsidence, explosion, collapse, and underground excavation (General Liability).
- 2. The Commercial General Liability must be an occurrence form, rather than claims made.
- 3. The insurance carriers must be financially credible, with a rating from A.M. Best of at least "A".
- 4. The Vendor shall provide either the District's Additional Insured Endorsement form (Page 23) or a CG2010 11/85 form that contains the following endorsements:
 - a. Names The Marin Municipal Water District, its officers, directors, officials, agents, employees and volunteers (MMWD) as additional insured.
 - b. Insurance to be primary concerning MMWD.
 - c. Notice of cancellation as follows: The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt requested has been given to the MMWD.
 - d. The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage afforded in the policy shall apply as though separate policies had been issued to each insured.

Each such policy shall be endorsed with the "Additional Insured Endorsement" form on Page 23.

ADDITIONAL INSURED ENDORSEMENT

This endors	ement modifies insurance provi	ded under the following:
Commercial General Liability Coverage:		Policy #
		Policy Period #
Automobile	Liability:	Policy #
		Policy Period #
Excess Liability:		Policy #
		Policy Period #
INSURED:	Name	
	Address	
CCHEDITIE	City/State/Zip	
<u>SCHEDULE</u>		
The Marin M (MMWD).		ers, officials, agents, employees and volunteers
		ganization shown in the schedule above.
1. The in	surance shall be primary conce	rning the insured shown in the schedule above.
		cy shall not be cancelled except after thirty days prior receipt requested has been given to the MMWD.
	eferenced policy does not exclu noval of lateral support.	de explosion, collapse, underground excavation hazards
insure		ed shall not operate to impair the right of one the coverage afforded in the policy shall apply issued to each insured.
Auth	orized Insurance Representative	
Signa	ature	Date

CN 1966 Welded Steel Pipe

Rev. 7-24-06

Print Name and Title

SPECIAL PROVISIONS

1.1 SCOPE OF CONTRACT

This contract is for the furnishing and delivery of cement mortar-lined, plastic coated or tape wrapped electric-welded steel pipe as a completed product in the size and quantity set forth on the Bidding Sheet Schedule and quality set forth in Appendix B.

The estimated quantities given in the Bid Form are approximate and are given only as a basis for comparison of bids. The District does not expressly, nor by implication, warrant that the actual amount of work will correspond to the estimated quantities. The District reserves the right to increase or decrease the amount of work performed under unit price Bid Items, or to omit such work altogether unless such change exceeds 25 percent of the total contract bid price. No adjustments to the Contract unit prices will be made, nor will any claim for loss of anticipated profit be allowed on account of any such increase, decrease, or omission.

1.2 BIDDING

The proposal shall be submitted in accordance with the Instructions to Bidders. The complete specifications to be returned intact with the proposal.

Except where specifications provide for alternative proposals, statements which serve to qualify the submitted proposal may disqualify the bid. It is requested that the District may waive any irregularities in any bid.

Unit prices shall include transportation and delivery charges fully prepaid by the vendor to Marin Municipal Water District's pipe storage yard at the end of Pelican Way, San Rafael, California. Pipe quantities are specified on the Bidding Sheet Schedule.

The unit prices shall not include California Sales or Use Tax, which will be paid by the District to the Vendor if licensed to collect same or otherwise directly to the State. Determination of the Grand Total Bid shall include California Sales or Use Tax. It is brought to the Vendor's attention that the amount of the State of California Sales or Use Tax applicable to material purchased for use in San Rafael, California is nine and one-quarter percent (9.25%).

1.3 AWARD OF CONTRACT

The award of the contract will be made by the District to the lowest responsible bidder. It is anticipated that the District's Board of Directors will award this contract at their meeting held on November 16, 2021. The contract delivery date has been determined including a 30-day period for the processing of contract documents. The District shall be the sole owner of all float time related to all delivery schedules pertaining to this contract.

The quality of the pipe to be supplied, conformity with the specifications, suitability to the requirements of the District, and the delivery terms will be taken into consideration in making the award.

The District may reject any and all bids and will reject any bids of any party who has been delinquent or unfaithful in performance of any prior contract with the District or who is default of surety or of any obligation to the District.

The contract shall be awarded to only one vendor for all work described in the contract documents unless otherwise stipulated. In the event of discrepancy between unit bid price and total amounts, the unit bid price shall be used.

1.4 INSPECTION

Unless noted otherwise, the District will perform on-site inspection of all manufacturing processes. See Appendix B for details.

1.5 TIME FOR COMPLETION AND DELIVERY

The **4-inch pipe** shall be fabricated, coated, lined and **delivered** to the indicated location by **March 1, 2022**.

The 6", 8", 12", 14", 18", 20", 24" pipe shall be fabricated, coated, lined and **delivered** to the indicated location by **May 6, 2022**.

The Vendor shall notify the District, in writing, when the pipe is ready for shipment. The District and Vendor will coordinate delivery after receipt of said notice. NO shipments will be made without specific permission from the District.

The District assumes no responsibility for materials in route. All shipments remain the responsibility of the vendor until received and accepted by the District. Rejected materials shall be removed at the cost of the vendor and the vendor shall bear all costs involved in storing, reloading, and returning such rejected material.

1.6 LIQUIDATED DAMAGES

It is necessary that the pipe outlined in these specifications be completed no later than the stipulated time. Therefore, as provided in these specifications, should the completion of work be delayed beyond the completion time as stated herein, or such extension of time that may be allowed by reason of unavoidable delays, there shall be deducted from the total contract price, for each and every calendar day by which completion of the contract shall be delayed said specified time, or such extension thereof, the sum of two thousand dollars (\$2,000.00) per day.

1.7 DELIVERY

Upon District approval, deliveries will be accepted at the Marin Municipal Water District's Pelican Way storage facility between the hours of 8:00 AM and 2:00 PM Monday through Friday only. No deliveries will be accepted on Holidays recognized by the District (See Appendix A). A maximum of two truckloads per day will be accepted.

1.8 SHIPPING

The pipe shall be delivered on flat bed trailers with **sufficient dunnage** between each layer or tier, so as to allow unloading by forklift. **The District assumes no responsibility for materials in route.**

All shipments remain the responsibility of the Vendor until received and accepted by the District.

Rejected materials shall be removed at the cost of the Vendor and he shall bear all costs involved in storing, reloading, and returning such rejected material.

1.9 PAYMENT

Payment will be made after receipt of proper invoices, following material delivery inspection and acceptance by the District. In the event cash discounts are involved, the District reserves the right to take such discounts.

1.10 CONTRACT DRAWINGS

Marin Municipal Water District drawing "Mortar Lined and Taped Coated 4-inch to 36-inch Steel Pipe", attached in Appendix C, shows the details of construction of cement mortar lined and coated, electric-welded steel pipe and is a part of these specifications.

1.11 DISPUTE RESOLUTION

The following provision shall apply to all claims not subject to Public Contracts Code Sections 20104 et seq.:

A. MEDIATION

Any dispute or claim in law or equity between District and Vendor arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to a mutually-acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators numbering one more than there are parties will be sent to the parties, each of whom will strike one name leaving the remaining name as the mediator. If more than one name remains, JAMS arbitrations administrator will choose a mediator from the remaining names. The mediation process shall

continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

B. ARBITRATION

At the sole election of the District, any dispute or claim in law or equity between District and Vendor arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to an arbitration may agree in writing to use different rules and/or arbitrators.



Marin Municipal Water District

2021 District Observed Holidays

1. NEW YEARS DAY

2. MARTIN LUTHER KING'S BIRTHDAY

3. PRESIDENT'S DAY

4. MEMORIAL DAY

5. INDEPENDENCE DAY

6. LABOR DAY

7. VETERAN'S DAY

8. THANKSGIVING DAY

9. DAY AFTER THANKSGIVING

10 CHRISTMAS EVE DAY

11. CHRISTMAS DAY

JANUARY 1

JANUARY 18

FEBRUARY 15

MAY 31

JULY 5

SEPTEMBER 6

NOVEMBER 11

NOVEMBER 25

NOVEMBER 26

DECEMBER 24

DECEMBER 27



Marin Municipal Water District

2022 District Observed Holidays

1. NEW YEARS DAY

2. MARTIN LUTHER KING'S BIRTHDAY

3. PRESIDENT'S DAY

4. MEMORIAL DAY

5. INDEPENDENCE DAY

6. LABOR DAY

7. VETERAN'S DAY

8. THANKSGIVING DAY

9. DAY AFTER THANKSGIVING

10. CHRISTMAS EVE DAY

11. CHRISTMAS DAY

DECEMBER 31, 2021

JANUARY 17

FEBRUARY 21

MAY 30

JULY 4

SEPTEMBER 5

NOVEMBER 11

NOVEMBER 24

NOVEMBER 25

DECEMBER 23

DECEMBER 26

SECTION MPS 15061

FABRICATION OF STEEL PIPE (4 THROUGH 36-INCH)

PART 1 - GENERAL

1.1 DESCRIPTION

This specification provides the minimum requirements for supplying Marin Municipal Water District fabricated mortar-lined and machine-applied tape wrapped steel pipe (ML&TWS) and mortar-lined and polyolefin extrusion coated steel pipe (ML&PPCS), nominal sizes 4 through 36-inch. The materials and workmanship, fabrication, quality control, testing, inspection, delivery, storage and handling shall conform to the following specifications:

1.2 REFERENCES

ASTM A1011 - Standard Specification for Steel, Sheet and Strip, Carbon, Hot

Rolled, Structural Quality

ANSI/AWWA C200 - Steel Water Pipe - 6-inch and larger

ANSI/AWWA C205 - Cement-Mortar Protective Lining and Coating for Steel Water Pipe

ANSI/AWWA C214 - Tape Coating Systems for the Exterior of Steel Water Pipe

ANSI/AWWA C215 - Extruded Polyolefin Coatings for the Exterior of Steel Water Pipe

AWWA M11 - Steel Pipe - A Guide for Design and Installation

ANSI/NSF 61 Drinking Water System Components - Health Effects

MMWD Drawing - Mortar-Lined & Tape Coated 36-inch and Smaller Steel Pipe

(copy attached in Appendix C)

1.3 QUALITY ASSURANCE

A. Inspection of Fabricated Steel Pipe

- All pipe shall be subject to inspection at the place of manufacture in accordance with the provisions of ASTM A1011, ANSI/AWWA C200, C205, C214, and C215, respectively, as supplemented by the requirements herein. During the manufacture of the pipe, the District shall be given access to all areas where manufacturing is in progress and shall be permitted to make all inspections necessary to confirm compliance with the specifications. The Contractor shall notify the District in writing of the manufacturing starting date not less than 14 calendar days prior to the start of any phase of the pipe manufacture in order to facilitate District inspection.
- 2. It is the Contractor's choice to manufacture pipes in 40 foot lengths. Special care will be required when cutting pipes to 20 foot lengths to minimize

damage to the mortar lining. The District will reject all damaged pipes if the number of repairs exceeds 5%.

3. The District costs associated with the initial inspection, which will include MMWD labor, lodging, meals and any necessary air and ground transportation will be borne by the District. Any additional inspections required by the District due to nonconformance or nonperformance by the Contractor shall be borne by the Contractor. When inspection is performed by the District's authorized agent, the cost will be the total amount billed to the District.

B. Testing

Except as modified herein, all materials used in the manufacture of the pipe shall be tested in accordance with the requirements of ASTM A1011, ANSI/AWWA C200, C205, C214, and C215.

Hydrostatic tests - Each steel cylinder shall be shop tested to a hydrostatic pressure in accordance with the requirements of ANS/AWWA C200

C. NSF Standard 61 Certification

All interior lining materials and application process shall be NSF Standard 61 certified.

1.4 SUBMITTALS

The Contractor shall furnish the District, upon request, all submittal requirements in accordance with ASTM A1011, ANSI/AWWA C200, C205, C214 and C215.

1.5 GENERAL REQUIREMENTS

In addition to the pipe markings required by ANSI/AWWA C200, each pipe length shall be marked on the O.D. as follows:

A. The pipe shall be marked as follows:

"Pipe Size" MMWD "Contract Number" "Lining Type" "Coating Type" "Coating Date" "Wall Thickness" "Minimum Yield Strength"

Example: 8.625 MMWD CN-1189 - ML - TC50 - Aug 2011 - t=0.188" - Y=36 KSI

- B. Marking shall be applied longitudinally, spirally, or circumferentially to the coated pipe. The marking shall be permanent. The lettering shall be of a height not less than ¼-inch nor greater than 2-inch and repeated continuously for the length on the pipe.
- C. The Contractor shall verify proposed marking with the District prior to startup of any pipe fabrication.

PART 2 - PRODUCTS AND MATERIALS

2.1 GENERAL

Pipe shall be fabricated steel pipe, and shall be mortar lined and tape coated, or extruded polyolefin coated, as specified herein.

2.2 FABRICATED STEEL PIPE

Fabricated steel pipe shall be manufactured in accordance with the requirements of ASTM A1011, ANSI/AWWA C200, MMWD Drawing (Appendix C) and as specified here in.

- A. Steel for fabricated steel used for manufacturing pipe cylinders shall conform to the specifications set forth in ASTM A1011, Grades 30, 33, or 36.
- B. Fabrication of the fabricated steel pipe cylinders shall conform to the specifications set forth in ANSI/AWWA C200.
- C. One (1) end of each length of fabricated steel pipe cylinder shall be swaged to accommodate field welding.
- D. Unless specified otherwise, the pipe shall be furnished in 20-foot lengths within a tolerance of plus or minus one-inch. See Section 1.3.A.2 for quality requirements.
- E. The specified size of the fabricated steel pipe shall be the nominal inside diameter, in inches, where the pipe size is 12 inches and smaller, and the actual inside diameter of the steel cylinder, where the pipe size is 14 inches and larger.

2.3 CEMENT MORTAR LINING

Cement mortar lining shall be manufactured and applied in accordance with the requirements of ANSI/AWWA C205, and as specified on MMWD Drawing.

2.4 EXTERIOR COATING

The coating shall have white color or an integral light blue (Federal Standard Color No. 15450), and shall be resistant to ultraviolet light degradation.

A. EXTRUDED

Extruded exterior coating shall be manufactured and applied in accordance with the requirements of ANSI/AWWA C215, MMWD Drawing, and as specified herein.

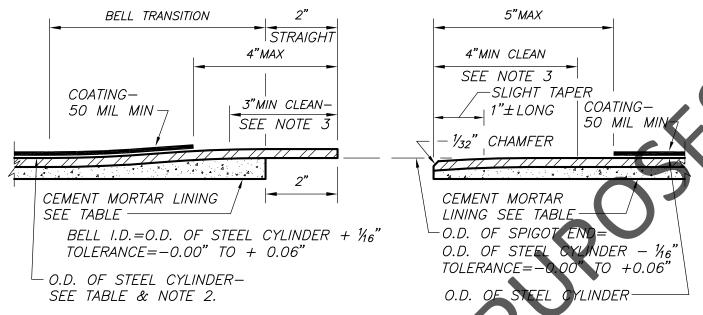
The nominal thickness of plastic resin coating for 4 through 24-inch pipe shall be 50 mils.

2.5 MACHINE APPLIED TAPE

Machine Applied Tape exterior coating shall be manufactured and applied in accordance with the requirements of ANSI/AWWA C214, MMWD Drawing, and as specified herein.

- A. The tape coating system shall have a total thickness of 50 mils minimum and shall have one (1) inner layer corrosion protection tape and one (1) outer layer mechanical protection tape. Tape shall comply with AWWA Specification C214, tape coating systems for the exterior of steel water pipelines.
- B. Compatibility: Primer, tape, and outerwrap shall be supplied by the same manufacturer.
- C. Approved products shall be as follows, or an equal product subject to approval by the District.
 - 1. Polyken YG III System
 Primer, No. 1019 or No. 1029
 Innerwrap, No. 989, 20 mils min.
 Outer wrap, No. 956, 30 mils min.
 - Tapecoat P-TC 80 System
 Primer, M/A 1000F or M/A 1100nF
 Innerwrap, No. 1020B, 20 mils min.
 Outerwrap, No. 2030W (2208), 30 mils min.
 - 3. Tek-Rap System
 Primer, 200 Series
 Innerwrap, 250 Series, 20 mils min.
 Outerwrap, 255 Series, 30 mils min.
- D. PRIOR TO SHIPMENT, THE CONTRACTOR MUST SUPPLY THE DISTRICT WITH MATERIAL SAFETY DATA SHEETS FOR PRIMER AND WRAP IF USED FOR CONTRACT.

END OF SECTION



TYPICAL BELL END DETAIL

TYPICAL SPIGOT END DETAIL

	NOMINAL PIPE SIZE	STEEL CYLINDER		LINING THICKNESS	MIN
		O.D.	MIN WALL THICKNESS	(TQLERANCE=	PIPE
			(+0.015" TO −0.036")	-1/16" TO +1/8")	I.D.
	4"	4.500"	0.135"	1/4"	3.450"
	<i>6</i> "	6.625"	0.135"	1/4"	5.575 "
	8"	8.625 "	0.135"	1/4"	7.575 "
	12"	12.750 "	0 135"	5/16"	11.572 "
	14"	14.000 "	0.156"	5/16"	12.783 "
	16 "	16.000 "	0.179"	5/16"	14.737 "
	18"	18.000 "	0.219"	5/16"	16.657 "
	20"	20.000"	0.219"	5/16"	18.657 "
	24"	24.000"	0.250"	3/8"	22.470"
	<i>30</i> "	30.000"	0.250"	3/8"	28.470 "
, [<i>36</i> "	36.000"	0.250"	3/8"	34.470"

NOTES: L

- 1. PIPE CYLINDER, LINING, & COATING SHALL CONFORM TO THE REQUIREMENTS OF MMWD SPECIFICATIONS FOR MANUFACTURE OF MORTAR LINED STEEL PIPE.
- 2. OUT-OF-ROUNDNESS OF STEEL CYLINDER SHALL NOT BE GREATER THAN 1/8" MEASURED AS THE DISTANCE BETWEEN MAJOR AND MINOR OUTSIDE DIAMETERS.
- 3. "CLEAN" AREAS SHALL BE FREE OF ALL COATING MATERIALS OR SHALL BE TAPED FOR EASY STRIPPING IN THE FIELD TO CLEAN BARE STEEL.
- 4. THE PIPE SHALL BE MARKED LONGITUDINALLY OR SPIRALLY, AS FOLLOWS:
 "PIPE SIZE" MMWater "CONTRACT NO." "LINING TYPE" "COATING TYPE" "COATING DATE"
 "WALL THICKNESS" "MINIMUM YIELD STRENGTH".

EXAMPLE 8.625 MMWater 1189ML—TC50 AUG 1998 — t=0.135" — Y=36KSI THE LETTERING SHALL BE OF A HEIGHT NOT LESS THAN 1/4" NOR GREATER THAN 2 INCHES REPEATED CONTINUOUSLY FOR THE LENGTH OF THE PIPE.

MORTAR LINED & TAPE COATED 4" TO 36" STEEL PIPE

NO SCALE	FILE NO. SD0025	APPROV. BY: KMcD	REV. DATE: 12-05-11
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