



**Bid Proposal for**  
**Ferric Sulfate**  
**Contract No. 2002**

**Marin Municipal Water District**  
**220 Nellen Avenue**  
**Corte Madera, CA 94925**

**March, 2023**

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## **SECTION I. INVITATION TO BID**

Sealed bids for the furnishing and delivery of Ferric Sulfate will be received at the Office of the Purchasing Department, Marin Municipal Water District, 220 Nellen Avenue, Corte Madera, CA 94925, until 11:00 a.m., Tuesday April 11, 2023, at which time they will be opened and read in the Board Room. This bid is for an Agreement for the furnishing and delivery of Ferric Sulfate for a one year period from July 1, 2023 to June 30, 2024.

Bids must be submitted in a sealed envelope address to the Attn: Senior Buyer, with the words "Proposal for Ferric Sulfate Contract No. 2002, Tuesday April 11, 2023" clearly marked on the outside of the envelope. Bids must be mailed or delivered to the office by the date and time specified. Bids by fax will not be accepted.

**BEFORE BIDDING:** Contractors 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.

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 ("MMWD"). The Bidding Sheet Schedule and the Proposal must be signed by an authorized employee of the Contractor. MMWD 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 MMWD, and the Contractor who MMWD determines to be the lowest responsible and responsive Contractor. Upon award of the bid, this bid document shall constitute a contract between the Contractor and MMWD.

Specifications may be obtained at the Purchasing Department, Marin Municipal Water District, 220 Nellen Avenue, Corte Madera, CA 94925; by mail at the noted location; or by phone at (415) 945-1402. Contractors who have questions regarding the project should contact the Purchasing Department at (415) 945-1402.

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

Terrie Gillen, Secretary  
Board of Directors

## **SECTION II. SCOPE AND PURPOSE OF THIS BID**

- a. MMWD is soliciting bids for Ferric Sulfate for its water treatment facilities located within Marin County, California. It is the intent of this bid solicitation that an award will be made for a contract commencing July 1, 2023 and ending June 30, 2024.
- b. The dates of deliveries and the amounts required during the period of this contract are indeterminate. The amounts shown on the Bidding Sheet Schedule are estimated quantities only. The Contractor agrees to supply MMWD's entire need of Ferric Sulfate for a one year period.
- c. The bid is to be awarded by the sole discretion of the Marin Municipal Water District.

**SECTION II.**

**PROPOSAL**

\_\_\_\_\_, 202\_\_\_\_

To The Marin Municipal Water District  
Corte Madera, California

Pursuant to the foregoing Invitation to Bid, the undersigned Contractor herewith 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 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, forms and specifications are hereby made a part of this proposal, and all provisions thereof are hereby accepted by Contractor. The undersigned, as Contractor, 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) \_\_\_\_\_

(Company Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(City, State & Zip) \_\_\_\_\_

(Phone No.) \_\_\_\_\_

(Fax No.) \_\_\_\_\_

(Website) \_\_\_\_\_

(Email Address) \_\_\_\_\_

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> <u>PER DRY TON</u>	<u>TOTAL</u>
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**GRAND TOTAL FOR ONE YEAR CONTRACT** \$ \_\_\_\_\_

The District reserves the right to reject any or all bids.

Phone Number	Date Submitted
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## SECTION IV. PRODUCT SPECIFICATIONS

### Product Name:

Liquid Ferric Sulfate  $\text{Fe}_2(\text{SO}_4)_3$ , 60-70% by weight  $\text{Fe}_2(\text{SO}_4)_3$ , Fe 13%

**Specification Number:** 000008

**Revision date:** 07/27/2021

### 1. General:

The Ferric Sulfate product shall conform to the American Water Works Association's standard for Liquid Ferric Sulfate, B406-14 except as supplemented in this specification.

Failure to meet any aspect of this specification may result in refusal of individual deliveries or immediate termination of the contract.

### 2. Quality

- a. Certification – The Ferric Sulfate product shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with the most current American National Standards Institute / National Science Foundation Standard 60 (Drinking Water Treatment Chemicals – Health Effects). A copy of the ANSI/NSF-60 acceptance letter shall be supplied with the bid.
- b. Performance Requirements –
  - i) Ferric Sulfate shall not crystallize in storage.
  - ii) The Ferric Sulfate product shall not cause any effect on the condition of the filter media or chemical delivery systems that will adversely affect performance.
  - iii) The Ferric Sulfate product shall be resistant to and free from biological contamination.
  - iv) Ferric Sulfate product supplied according to this specification shall contain no substances in quantities capable of producing deleterious or injurious effects to the health of those consuming water that has been treated with Ferric Sulfate product in accordance with supplier's recommendation and within the maximum allowed dosage.
- c. Physical and Chemical Properties:
  - i) Appearance: Orange-brown, acidic, corrosive aqueous solution.
  - ii)  $\text{Fe}_2(\text{SO}_4)_3$  Weight Percentage: 60-72%
  - iii) Specific Gravity (25C): 1.56 – 1.64
  - iv) Ferric Iron ( $\text{Fe}^{+3}$ ) : 12.5-13.5%
  - v) Ferrous Iron ( $\text{Fe}^{+2}$ ):  $\leq 0.20\%$
  - vi) Total iron weight percent: 12.5-13.7%
  - vii) Percent free acid as ( $\text{H}_2\text{SO}_4$ ):  $\leq 0.10\%$
  - viii) Insoluble matter  $\leq 0.10\%$
  - ix) Biological contamination – none.

### 3. Testing and Verification

Testing methods shall be according to the AWWA standard, however in the event of a dispute more accurate analytical testing may be utilized by an independent lab.

### 4. Delivery Requirements

Deliveries shall only be scheduled by the District's Superintendent of Water Treatment or his designee and are determined by the amount of water processed through the facility.

a. The successful bidder shall submit a certificate of analysis with these specifications for each delivery of Ferric Sulfate. The certificate of analysis shall contain:

- i) Product name and formula
- ii) Weight Percent  $\text{Fe}_2(\text{SO}_4)_3$  - (not equivalent weight)
- iii) Specific gravity (@25 degree C)
- iv) Percent weight of  $\text{Fe}_2(\text{SO}_4)_3$ .
- v) Percent total iron
- vi) Percent Insoluble matter
- vii) Manufacturer's name, batch number and date of manufacture

Any significant change in the successful bidder's manufacturing process must be reported to MMWD prior to delivery and followed with a certified laboratory report indicating effects of those process changes.

b. All deliveries shall be accompanied by:

- i) Affidavit of compliance
- ii) Certificate of analysis
- iii) Bill of lading
- iv) Weight certificate prepared by certified weighmaster

c. Ferric Sulfate shall be delivered by tankers in bulk quantities not less than the following:

- i) Four thousand (4000) US gallons to the San Geronimo Treatment Plant, 330 San Geronimo Valley Drive, Woodacre CA.
- ii) Three thousand (2500) US gallons to the Bon Tempe Treatment Plant, at end of Sky Oaks drive, Fairfax, CA. **The total length of delivery vehicle to the Bon Tempe plant may not exceed 54 feet.**

d. Ferric Sulfate product shall not be delivered in multi-compartmentalized tankers containing multiple products. Delivery tankers and delivery mechanisms (hose, pumps and valves) shall be dedicated to Ferric Sulfate or proper cleaning shall be undertaken such that no contamination of the Ferric Sulfate product can occur.



- e. The transfer of chemicals to the District facilities from the cargo trailer shall be the responsibility of the bidder and the cargo trailer operator.
- f. The District provides separate two-inch (2.0") flange fittings for unloading. The tanker driver shall carry compatible flange, gasket and bolts with nuts to effect safe delivery of the chemical. No other method of unloading shall be permitted.
- g. Delivery of chemicals shall comply with District's security protocols. Security protocols are subject to change.
- h. Delivery drivers shall be prepared to draw a sample from the tanker at the request of the District. The District will provide the sample container. The sample may be evaluated by District personnel or by independent laboratory evaluation.
- i. Delivery shall occur within 3 days of order date.

#### 5. Safety

- a. All delivery vehicles shall be compliant with current requirements of California Public Utilities Commission, California Highway patrol and any applicable portions of the Hazardous Materials Regulations of the U.S. department of Transportation.
- b. All delivery drivers shall:
  - i) Be properly licensed by the California Department of Motor Vehicles.
  - ii) Trained and experienced in proper procedures for delivering liquid Ferric Sulfate and capable of a knowledgeable response in the event of an emergency.
  - iii) All delivery drivers shall wear appropriate protective equipment required for unloading Ferric Sulfate by California Occupational Safety and Health Act.
- c. The Successful bidder shall assume responsibility for all expenses and damages incurred by the District by reason of a delivery accident, spill or contamination incident, including the costs of abatement, clean up and repair of property.
- d. The Successful bidder shall clean any spills or contamination of any kind resulting from the successful bidders, its agent, officers' or employees' performance under this agreement to the satisfaction of the District.

#### 6. Training

The successful bidder shall provide a minimum of two sessions on separate days of two hours of classroom instruction. The training is to be conducted at the District's facilities at a mutually convenient time. The training should include manufacture, chemical properties, transport, storage, safe handling and use of Ferric Sulfate. Any charges for the training should be included in the bid.

## **SECTION V. GENERAL TERMS AND CONDITIONS**

### **1. Records**

- a. The Successful Bidder shall maintain at all times complete, detailed records with regard to the District's deliveries of liquid Ferric Sulfate and shall permit the District to inspect those records upon request at reasonable times.
- b. The Successful Bidder shall also maintain a running total of the District's liquid Ferric Sulfate purchases by gallon.

### **2. Pricing**

- a. The bidder shall enter unit prices per ton on the Bidding Sheet Schedule for each of the destinations. The prices shall include transportation and delivery charges fully prepaid to the destinations on the Schedule.
- b. In the event of a discrepancy between the "per unit" bid price and the bidder's calculation of the total amount bid, the District may disregard the erroneous total and consider only the "per unit" price in its correction of the total amount of the bid.
- c. The District will not allow price adjustments for differences between the actual purchased amounts and the estimates shown on the Bidding Sheet Schedule.
- d. The Successful Bidder's prices shall be guaranteed for the duration of this Agreement.
- e. Bidders shall bid on each item separately.

### **3. Billing**

- a. The basis for billing and payment will be dry weight of Ferric Sulfate for units of short tons containing two thousand (2,000) pounds.
- b. The District shall make payment within a reasonable time period after receipt of an invoice from the Successful Bidder, which has been verified with the documents specified in Paragraph 2d, above. The District shall not make payments without a verified invoice. Invoices to the District shall include the Blanket P.O. number and be addressed to:

Accounts Payable Dept.  
Marin Municipal Water District  
220 Nellen Avenue  
Corte Madera, CA 94925

- c. Questions regarding billing and payment may be directed to Accounts Payable at (415) 945-1420.

#### 4.Taxes

- a. Bid prices are to be quoted exclusive of California State Sales Tax.
- b. Pursuant to Section 6353 of the California Revenue and Taxation Code, Ferric Sulfate sold for the purposes of drinking water treatment is not subject to state sales tax.

**END OF SECTION**

## **APPENDIX A**

## CONTRACT FOR SUPPLY OF WATER TREATMENT CHEMICALS

This contract by and between Marin Municipal Water District (hereinafter "MMWD") and \_\_\_\_\_ (hereinafter "Contractor") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021.

### WITNESSETH:

**For valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:**

1. On \_\_\_\_, 2021, the MMWD Board of Directors approved Contractor's proposal, attached hereto as Attachment B and incorporated herein as if fully set forth ("Proposal").
2. Contractor agrees to supply the MMWD with the chemicals identified in the Proposal and furnish all tools, equipment, labor and materials necessary to furnish and deliver those chemicals in a good and work-person-like manner and in conformance with all applicable laws and regulations, within the time set forth below and in accordance with the Proposal.

MMWD agrees to pay Contractor according to the signed Proposal presented in Attachment B subject to the conditions, and in the manner set forth herein. MMWD shall make payment within a reasonable time period after receipt of an invoice from the Contractor, which has been verified. MMWD shall not make payments without a verified invoice. Invoices to MMWD shall include the Blanket P.O. number and be addressed to:

Accounts Payable Dept.  
Marin Municipal Water District  
220 Nellen Avenue  
Corte Madera, CA 94925

3. To the fullest extent allowed by law, the Contractor – and its employees, subcontractors, and agents -- shall defend, indemnify, and save and hold harmless MMWD, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of the Contractor's – or its personnel, employees, agents, or subcontractors' -- willful misconduct or negligent act or omission while engaged in the performance of services described in this contract, except those matters arising from MMWD's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

This indemnification includes, without limitation, the payment of all penalties, fines, forfeitures, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the

reimbursement of MMWD, its officials, officers, employees, agents, and volunteers for all legal expenses and costs incurred.

The Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this contract for the maximum period of time allowed by law. The defense and indemnity obligations of this contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this contract.

If the Contractor should subcontract all or any portion of the work to be performed under this contract, the Contractor shall require each subcontractor to indemnify, hold harmless and defend MMWD and each of its officials, officers, employees, agents and volunteers in accordance with the terms of the preceding paragraphs.

In the event that Contractor, its agents, employees or subcontractors releases hazardous materials or toxic materials into the environment, Contractor shall be solely responsible for any damages resulting there from and for cleaning the area to the satisfaction of MMWD and all state and local regulatory agencies.

This agreement shall not be assigned without the written approval of MMWD's General Manager.

4. Amendments To The Bid

Any amendment to this bid is valid only if in writing and signed by MMWD.

A. Non Collusion

The Contractor certifies that his/her bid is made without any previous understanding, Agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

B. Conflict of Interest

The Contractor states that no MMWD officer or employee, nor any business entity in which they have an interest: a) Has an interest in the bid awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting Agreement; c) Will be employed in the performance of such Agreement without immediate disclosure of the fact to MMWD. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement. The Contractor further agrees that in the performance of this Agreement no person having any such interest shall be employed.

C. Award of Contract – Consideration of Bids

The contract may be awarded to the lowest responsible and responsive Contractor complying with the provisions of the Invitation to Bid. In determining whether a bid is

low and responsive, and the Contractor responsible, MMWD may consider many issues, including, but not limited to:

- (1) Ability to perform the service within the specified time;
- (2) Reputation, judgment and experience of the Contractor;
- (3) The quality of performance in previous Agreements;
- (4) Previous compliance with laws, as well as employment practices;
- (5) Financial ability to perform the Agreement;
- (6) The quality, availability and adaptability of the supplies, or the contractual services, to the particular use required;
- (7) Ability to provide maintenance and service;
- (8) Whether the Contractor is in arrears to MMWD, in debt on Agreement, is a defaulter on surety to MMWD;
- (9) The resale value and life cycle cost of the items.

MMWD reserves the right to reject any and all bids and to waive any informality in bids received. MMWD also reserves the right to reject the bid of a Contractor who has previously failed to perform properly.

5. Contractor shall absorb in its bid, the patent fees or royalties on any patented article or process which may be furnished or used in the contract. Contractor shall indemnify and hold MMWD, its officers, agents, volunteers, and employees, harmless from any legal action that may be brought for infringement of patents.

6. Should MMWD at any time during the progress of the work request any alterations, deviations, additions or omissions from the contract, specifications or plans, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of the contract price, as the case may be, by fair and reasonable valuation. The value of any such change shall be determined in one or more of the following ways:

- A. By estimate and acceptance of a lump sum.
- B. By unit price named in the contract or subsequently agreed upon.
- C. By cost and percentage or, by cost and a fixed fee.

7. Contractor shall acquire and maintain at their expense for the duration of the term of the contract Workers' Compensation, Employer's Liability, Contractor's Pollution Liability Commercial General Liability, and Automobile Liability Insurance coverage from insurers either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than A.M. Best's rating of no less than A:VII, or (ii) authorized by MMWD's

Finance Manager(s) or his/her designee at any time in his/her sole discretion, all relating to the Contractors' services to be performed hereunder covering MMWD's risks. The above referenced policies shall not exclude explosion, collapse, underground excavation hazards or removal of lateral support. The minimum amounts of coverage, and the breadth of coverage, corresponding to the aforesaid categories of insurance per insurable event, shall be as follows, however, the insurance limits available to MMWD, their officers, officials, employees, agents and volunteers as additional insured parties, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

INSURANCE CATEGORY	MINIMUM LIMITS
Workers' Compensation Insurance	California Statutory Minimum
Employer's Liability Insurance	\$2,000,000 per accident, and \$1,000,000 per employee for bodily injury or disease.
Commercial General Liability Insurance	\$5,000,000 per occurrence for bodily injury, personal injury, and property damage.
Business Vehicle and Automobile Liability Insurance	\$2,000,000 per accident for bodily injury and property damage.
Contractor's Pollution Liability	\$1,000,000 per occurrence, \$2,000,000 policy aggregate.

Prior to commencement of any performance under this contract, the Contractor shall furnish to MMWD an original Certificate of Insurance, and copies of information or declaration pages for the insurance required with respect to evidence of all policies of insurance required as noted above. All policies of insurance shall be endorsed to name MMWD, their officials, officers, employees, agents, and volunteers as additional insured parties. For any claims related to this contract, Contractor's insurance coverage shall be primary insurance with respect to MMWD, their officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by any MMWD party, their officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it. The Contractor will be responsible for contacting MMWD to ascertain the proper name or names to be included in the endorsements.

The Contractor shall also provide MMWD with a MSC-90 endorsement, required for transporters of hazardous materials and/or wastes.

The Contractor hereby agrees to waive subrogation which any insurer of the Contractor may acquire from vendor by virtue of the payment of any loss. Contractor agrees to obtain and provide to MMWD any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of MMWD for all work performed by the Contractor, its employees, agents and subcontractors. Contractor agrees that the waiver of subrogation requirements set forth herein shall apply regardless of whether or not MMWD has received a waiver of subrogation endorsement from the insurer.



The Contractor shall maintain the required insurance at all times while this contract is in effect, and shall replace any certificate, policy or endorsement which will expire prior to the expiration date. All policies of insurance shall be endorsed to provide the required insurance and shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days prior written notice to MMWD. The Certificate of Insurance shall have a cancellation statement worded as follows: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company shall mail thirty (30) days written notice to the Certificate holder named to the left by regular mail to MMWD, Attn: Paul Sellier and by email to [psellier@marinwater.org](mailto:psellier@marinwater.org)."

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

9. Any action to enforce the terms of this contract or for the breach thereof shall be brought and tried in the County of Marin, California.

10. Only MMWD's General Manager may authorize extra and/or changed work. Contractor expressly recognizes that MMWD's personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure MMWD's written authorization for extra work shall constitute a waiver of any and all right to adjustment in a contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed by Contractor without the express and prior written authorization of MMWD's General Manager.

11. Should Contractor fail to perform within the time frames provided in Attachment B hereto, MMWD shall make arrangements for the procurement and delivery of the chemical from any source it deems necessary and all at the Contractor's expense.

Any money due or to become due to Contractor may be retained to cover the liquidated damages and should such money not be sufficient to cover such damages, MMWD shall have the right to recover the balance from Contractor or its Sureties.

12. The issuance of the Purchase Order (P.O.), which follows MMWD'S acceptance of the winning bid and the execution of a formal agreement, shall constitute the Contractor's authority to proceed immediately with the performance of this Agreement. The Contractor shall commence to make its products available to MMWD within seven (7) days of the issuance of the blanket P.O. and execution of this agreement. However, if the Contractor's start of performance is delayed by earthquake, flood, high water or other natural catastrophe (Acts), or by strike, lockout or similar labor disturbance, the time for performance shall be extended by the number of days equal to the number of days the Contractor has been delayed by the Acts. Any delays related to or

arising out of the COVID-19 public health crisis shall not constitute Acts for which the time for performance shall be extended by MMWD.

13. Each party to this agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arises with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until he receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this agreement, but also conduct with respect to other agreements with parties to this agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

14. MMWD Harassment Policy - The MMWD is committed to providing a work environment that is free of discrimination and harassment. In keeping with this policy, the MMWD prohibits discrimination or harassment of any kind, including discrimination on the basis of sex, race, color, religion, creed, age, mental or physical disability, medical condition, national origin, ancestry, marital status, veteran status, citizenship status, military service, sexual orientation or any other characteristic protected under federal law, state law or local ordinance. Harassment and/or discrimination of MMWD employees by the Contractor, its employees, agents and/or subcontractors is prohibited.

This contract specifically incorporates the MMWD's Anti-Harassment and Discrimination Policy. All Contractors, their employees, agents and subcontractors are required to follow the MMWD's Anti-Harassment and Discrimination Policy. Contractors will be provided a copy of the MMWD's policy upon request. Failure to follow the policy shall be cause for termination of the contract or discharge of a Contractor's employee.

15. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail shall be addressed as follows:

**MMWD:** Marin Municipal Water District  
Attn: Purchasing Dept  
220 Nellen Avenue  
Corte Madera CA 94925-1169

**Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notice, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

16. Contractor warrants to MMWD that all chemicals furnished under this contract meet the standards and specifications in Attachment B and that all work will be of good quality free from faults and defects and in conformance with the contract documents. Neither final payment nor use of the chemical furnished by Contractor shall constitute an acceptance of chemical supplied that does not meet the standards and specifications in attachment B and does not relieve Contractor of liability in respect to any express warranties or responsibilities for chemicals that do not meet the standards and specifications in Attachment B or workmanship during delivery. Contractor shall remedy and pay for any damage resulting therefrom.

17. By execution of this contract, Contractor warrants that it has carefully examined the site of the work contemplated and any plans and specifications and contract documents pertaining to the work and has satisfied itself of all local conditions affecting the work and delivery of chemicals.

18. The Contractor warrants that any employee, agent or subcontractor performing work under this contract shall possess valid business license, state issued driver's license to drive the vehicle driven and shall have a minimum of five years experience furnishing and delivering chemicals in the State of California at the time the contract is awarded. Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under its control at all times. It is understood and agreed that Contractor may sublet a portion of this work to the subcontractors only who are hereinafter named, and that Contractor will perform all other work unless specifically authorized by MMWD as provided for in California Public Contracts Code Sections 4100 et seq. The subcontractors and the work they will perform are set forth in Contractor's proposal, as follows:

Name of Contractor	Address of Office or Shop	License No.	Class No.	Description of Work to be Performed

19. Termination of the Agreement

A. At any time and without cause, MMWD shall have the right, in its sole discretion, to terminate the Agreement by giving written notice to the Contractor. In the event of such a termination, MMWD shall pay the Contractor for products delivered up to the termination date.

B. If the Contractor should fail to perform any of its obligations hereunder, within the time and manner provided herein, or otherwise violate any of the terms of the

Agreement, MMWD may terminate the Agreement by giving the Contractor notice of the termination, stating the reason for the termination. In that event, the Contractor shall be entitled to receive payment for all materials received and services satisfactorily rendered, less any amount of material damages sustained by MMWD as a result of the failure to perform.

20. In the event MMWD declares this contract terminated pursuant to paragraph 19 Contractor shall discontinue work and MMWD reserves the further right to take possession of and use any materials or equipment of any nature whatsoever belonging to or used by Contractor on the work. All expenses charged under this paragraph shall be deducted and paid by MMWD out of any monies due Contractor under the contract, and in such accounting MMWD shall not be held to obtain the lowest figure for completing the contract but all sums actually paid therefore shall be charged to Contractor.

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

Mediation

Any dispute or claim in law or equity between MMWD and Contractor arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by the parties. The mediation process shall continue until the case is resolved or until such time as the mediator or one of the parties determines that there is no possibility of resolution.

22. Contractor shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.

23. Contractor or subcontractor shall be solely and completely responsible for ensuring the safe off loading of chemical to MMWD's facilities. Safety provisions shall conform to all applicable federal, state, county and local laws, ordinances and codes and to the rules and regulations established by the California Division of Industrial Safety and to other rules of law applicable to the work.

24. Merger - This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms of the agreement, pursuant to California Code of Civil Procedure Section 1856, and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

25. Severability - Each provision of this agreement is intended to be severable. If any term of any provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this agreement and shall not effect the validity of the remainder of the agreement.

26. Counterparts - This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together, shall constitute one instrument.

27. Facsimile Signatures - The Parties agree that this Agreement shall be considered signed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature.

**MMWD**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ben Horenstein, General Manager

**CONTRACTOR**

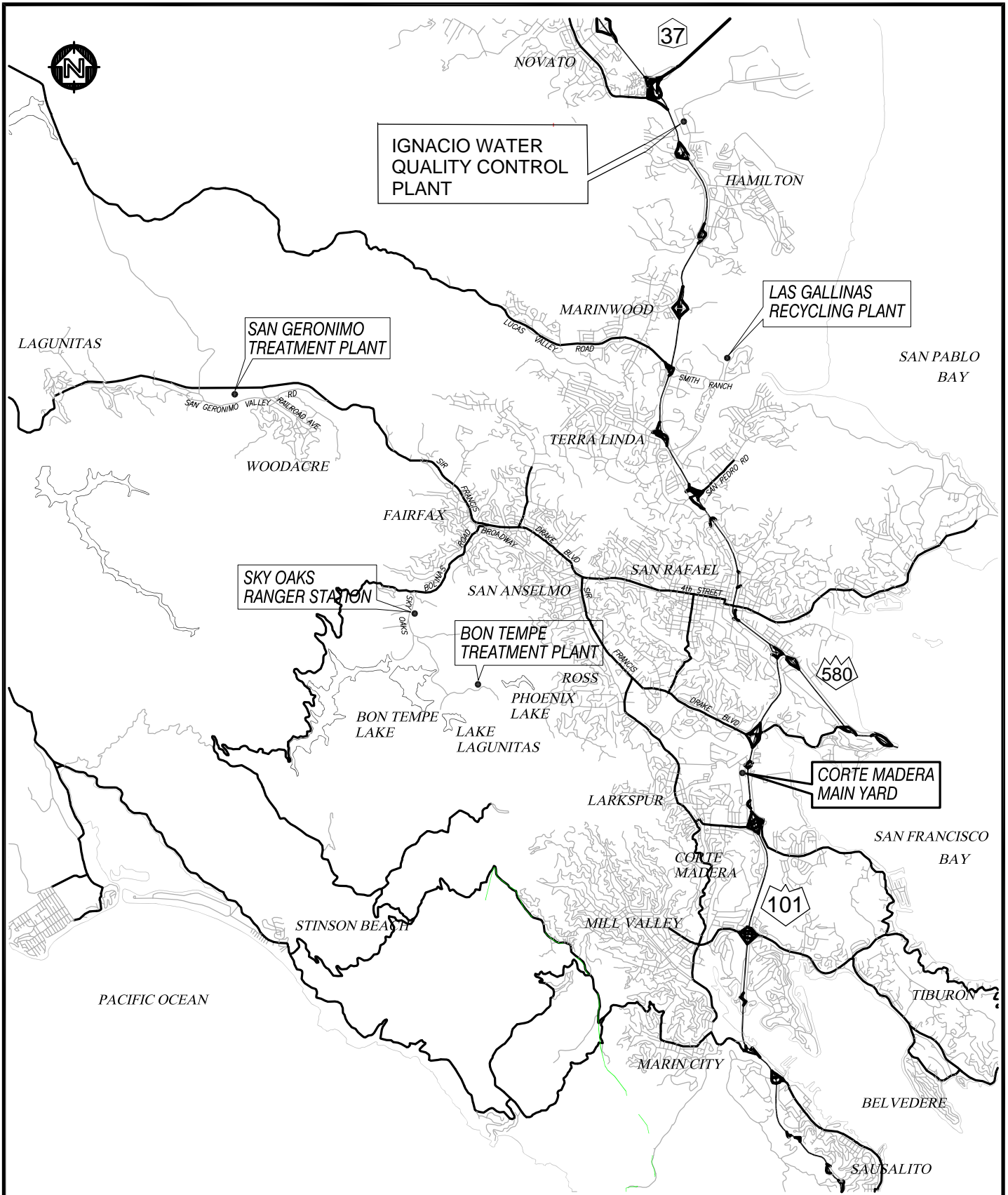
Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

SAMPLE

## **APPENDIX B**



**LOCATION MAP**



**MARIN MUNICIPAL WATER DISTRICT**  
220 NELLEN AVE., CORTE MADERA, CA 94925 (415) 924-4600

## **APPENDIX C**





**Marin Municipal Water District**

# **2023 District Observed Holidays**

<b>1. NEW YEARS DAY</b>	<b>JANUARY 2</b>
<b>2. MARTIN LUTHER KING'S BIRTHDAY</b>	<b>JANUARY 16</b>
<b>3. PRESIDENT'S DAY</b>	<b>FEBRUARY 20</b>
<b>4. MEMORIAL DAY</b>	<b>MAY 29</b>
<b>5. INDEPENDENCE DAY</b>	<b>JULY 4</b>
<b>6. LABOR DAY</b>	<b>SEPTEMBER 4</b>
<b>7. VETERAN'S DAY</b>	<b>NOVEMBER 10</b>
<b>8. THANKSGIVING DAY</b>	<b>NOVEMBER 23</b>
<b>9. DAY AFTER THANKSGIVING</b>	<b>NOVEMBER 24</b>
<b>10. CHRISTMAS EVE DAY</b>	<b>DECEMBER 22</b>
<b>11. CHRISTMAS DAY</b>	<b>DECEMBER 25</b>