

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR QUOTATION (RFQ) No. 2314 for CONSTRUCTION EQUIPMENT

Contact Person: John W. Grimes, Buyer II

Phone Number: (510) 287-0316

E-mail Address: john.grimes@ebmud.com

For complete information regarding this project, see RFQ posted at <https://www.ebmud.com/business-center/materials-and-supplies-bids/current-requests-quotation-rfq/> or contact the EBMUD representative listed above. Please note that prospective bidders are responsible for reviewing this site during the RFQ process, for any published addenda regarding this RFQ.

Bids Due
by
1:30 p.m.
on
June 28, 2023

All bid submissions hand delivered or mailed (USPS, FedEx, UPS, etc.) to the address or PO Box noted below and must be received no later than 1:30 p.m. on the bid due date.

**RESPONSE DELIVERED IN-PERSON, BY
COURIER, OR PACKAGE DELIVERY
SERVICE (UPS, FedEx, DHL, etc.)**

**EBMUD–Purchasing Division
375 Eleventh Street, First Floor
Oakland, CA 94607**

RESPONSE DELIVERED BY MAIL (USPS) to:

**EBMUD–Purchasing Division
P.O. Box 24055
Oakland, CA 94623**

EAST BAY MUNICIPAL UTILITY DISTRICT

RFQ No. 2314

for

CONSTRUCTION EQUIPMENT

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EXHIBIT A – RFQ RESPONSE PACKET

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SCHEDULES I THROUGH XX

I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe requirement to furnish and deliver various construction equipment f.o.b. the District's Heavy Equipment Garage, 1199 – 21st Street, Oakland, California, as ordered and needed during the three (3)-year period beginning approximately August 8, 2023 and ending August 7, 2026, with two (2) options, to be exercised at the sole discretion of the District, to extend the contract for additional one (1)-year periods.

East Bay Municipal Utility District (District) intends to award a contract to the lowest cost bidder(s) whose response meets the District's requirements.

B. BIDDER QUALIFICATIONS

1. Bidder Minimum Qualifications

- a. Bidder, bidder's principal, or bidder's staff shall have been regularly engaged in the business of providing construction and/or heavy equipment for at least five (5) years.
- b. Bidder shall be a certified or authorized manufacturer, dealer, or provider for specified or "commercial equivalent" approved equipment.
- c. Bidder shall possess all permits, licenses, and professional credentials necessary to supply product and perform services as specified under this RFQ.

C. SPECIFICATIONS

Please refer to the Schedules I through XX individual specifications for the construction equipment that are **located in EXHIBIT E in the rear of this RFQ.**

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

D. INSPECTION

Vehicles will be inspected by the District at the dealer's place of business for proper functioning of all equipment and systems, workmanship, appearance, and conformance to the specifications. The Dealer is to contact Scott Busch at (510) 287-1392 to arrange for inspection.

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

E. DELIVERY REQUIREMENTS

The District's Heavy Equipment Garage can receive the units between 8:00 a.m. and 3:30 p.m., Mondays through Fridays except for District holidays. Precise delivery schedules are to be arranged by contacting Darrold Withrow, Equipment Supervisor, at (510) 287-0850.

F. PARTS BOOKS, SERVICE MANUALS, AND OPERATION INSTRUCTIONS

One complete set of operating instructions, parts books and service repair manuals for all components that make up the machine must be furnished at the time new equipment is delivered. **NO EXCEPTIONS. PAYMENT WILL NOT BE MADE UNLESS MANUALS ARE RECEIVED.**

G. COMPLIANCE

Unit(s) offered shall comply with all applicable regulations and codes in effect on the date of the bid opening, including but not limited to the following:

1. Department of Transportation, Federal Highway Administration, 49 CFR Motor Carrier Safety Regulations and Standards
2. Federal Motor Vehicle Safety Regulations and Standards
3. U.S. Environmental Protection Agency
4. Federal Energy Administration
5. California Vehicle Code
6. California Code of Regulations (California Administrative Code, Title 13) (Government Industrial Safety Orders, Title 8)

H. SERVICE

Prior to delivery, the equipment shall receive the manufacturer's standard pre-delivery service and the equipment shall be tested and functionally ready to operate.

I. CONTRACTOR WARRANTY REPAIR REQUIREMENTS

Equipment under warranty shall be repaired and returned within five (5) working days or a replacement unit acceptable to the District shall be provided to the District on the

sixth day and thereafter until the original unit is returned to District service. Cost associated with the replacement unit shall be the responsibility of the Contractor. In addition, any unit out of service for warranty repair in excess of fifteen (15) working days in a calendar year shall be replaced with a unit acceptable to the District commencing on the sixteenth day and everyday thereafter at the expense of the Contractor.

J. VEHICLE LICENSING

Licensing of new equipment for the State of California shall be done by the Dealer. The District will provide application for Exempt Registration to the Dealer.

The address on all documents shall be as follows:

East Bay Municipal Utility District
375 Eleventh Street
Oakland, California 94607

K. SAFETY ORDERS AND VEHICLE CODE

The equipment furnished must conform with any applicable Safety Orders of the California Division of Industrial Safety, must be equipped with all legal equipment required by the State of California Vehicle Code, and must comply with any applicable federal, state, and local laws and regulations concerning vehicular equipment.

L. FAILURE TO MEET SPECIFICATIONS

In the event any shipment or shipments of a Contractor’s product do not meet the specification or delivery requirements, the District may reject the shipment or shipments and, at its option, may purchase this material from any supplier on the open market who can meet the District’s specification requirements, or the District may demand immediate replacement by Contractor of the non-conforming product. Any costs over and above the original contract price will be charged back to the Contractor. In addition, Contractor shall bear the costs of removal and disposition for any delivery which fails to conform to the specifications.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFQ Issued	May 17, 2023
Deadline For Submission of Questions	May 25, 2023
Deadline for Submittal of Commercial Equivalent Substitutions	June 6, 2023

Addendum to Announce Pre-Approved Equivalents (if necessary)	June 14, 2023
Response Due	June 28, 2023, by 1:30 p.m.
Anticipated Contract Start Date	August 8, 2023

Note: All dates are subject to change by District.

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

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFQ ACCEPTANCE AND AWARD

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

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

Proposals for "pre-approved or equal" substitutions requested during the bidding period shall be furnished, **by June 6, 2023**, to:

Mtc. Support Division, Scott Busch (MS#86)
ofc (510) 287-1392, scott.busch@ebmud.com
East Bay Municipal Utility District
P. O. Box 24055
Oakland, CA 94623-1055

Proposals shall be accompanied by complete technical and descriptive data necessary to determine equality of the material, product, thing, or service. Samples shall be provided when requested. The burden of proof as to availability, comparative quality, suitability, and performance of the proposed substitution shall be upon the bidder. The bidder will not be reimbursed for any work and costs necessary for making the substitution workable. Proposals will be evaluated and deemed accepted, rejected, or incomplete by the District; the District will be the sole judge as to such matters. **If the substitution is accepted, bidders will be notified by addenda June 14, 2023.**

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. NOTICE OF INTENT TO AWARD AND PROTESTS

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

Protests must be in writing and must be received no later than seven (7) workdays after the District issues the Notice of Intent to Award. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from bidders or potential bidders only.

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

Bid protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the name and/or number of the bid, the name of the firm protesting, and include a name, telephone number, email address and

physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

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

The bid protester can appeal the determination to the requesting organization's Department Director. The appeal must be submitted to the Department Director no later than five workdays from the date which the protest determination was transmitted by the District, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

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

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

E. METHOD OF ORDERING

1. Written POs may be issued upon approval of written itemized quotations received from the Contractor.
2. POs and payments for products and/or services will be issued only in the name of Contractor.
3. Any and all change orders shall be in writing and agreed upon, in advance, by Contractor and the District.

F. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFQ, will be three (3) years.
2. At the sole discretion of the District, any contract which may be awarded pursuant to this RFQ, may be extended for two (2) additional one-year terms at agreed prices with all other terms and conditions remaining the same. In the event that a Contractor does not agree to an extension, the District shall be given a minimum of 90 days' notice to locate a suitable replacement contractor.
3. This Agreement may be terminated for convenience by the District provided the Contractor is given written notice of not less than 30 calendar days. Upon such termination, the District shall pay the Contractor the amount owing for the products ordered and satisfactorily received by the District. This shall be the sole and exclusive remedy to which the Contractor is properly entitled in the event of termination by the District.
4. This Agreement may be terminated for cause at any time, provided that the District notifies Contractor of impending action.

G. WARRANTY

1. For any contract awarded pursuant to this RFQ, Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien, or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations, ordinances, rules, treaties, import restrictions, embargoes or other legal requirements. Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guaranties that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guaranties that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor, and equipment necessary to achieve strict conformance, and shall take

precedence over any conflicting warranty or guarantee. These warranties and guaranties shall not be affected, limited, discharged, or waived by any examination, inspection, delivery, acceptance, payment, course of dealing, course of performance, usage of trade, or termination for any reason and to any extent. In the absence of any conflicting language as to duration, which conflicting language will take precedence as being more specific, Contractor's aforesaid warranties and guarantees shall be in full force and effect for a period of one year from the date of acceptance by the District but shall continue in full force and effect following notice from District of any warranty or guarantee issue, until such issue has been fully resolved to the satisfaction of District.

H. 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.

IV. RFQ RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

All contact during the competitive process is to be through the contact listed on the first page of this RFQ. The following persons are to be contacted only for the purposes specified below.

TECHNICAL SPECIFICATIONS:

Attn: Scott Busch, Equipment Supervisor

EBMUD-Mtc. Support Division/Mtc. & Construction Department

E-Mail: scott.busch@ebmud.com

PHONE: (510)287-1392

CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Scott Busch, Equipment Supervisor

EBMUD-Mtc. Support Division/Mtc. & Construction Department
E-Mail: scott.busch@ebmud.com
PHONE: (510)287-1392

B. SUBMITTAL OF RFQ RESPONSE

1. Responses must be submitted in accordance with Exhibit A – RFQ Response Packet, including all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.
2. Late and/or unsealed responses will not be accepted.
3. RFQ responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFQ responses or those sent by electronic mail (“e-mail”).
4. All RFQ responses must be SEALED and received by 1:30 p.m. on the due date specified in the Calendar of Events. Any RFQ response received after that time/date, or at a place other than the stated addresses, cannot be considered and will be returned to the bidder unopened. The EBMUD mailroom and Purchasing Division timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFQ responses.
5. RFQ responses are to be addressed/delivered as follows:

Mailed (USPS):

East Bay Municipal Utility District
CONSTRUCTION EQUIPMENT
RFQ No. 2314
EBMUD–Purchasing Division
P.O. Box 24055
Oakland, CA 94623

Hand Delivered, delivered by courier or package delivery service (UPS, FedEx, DHL, etc.):

East Bay Municipal Utility District
CONSTRUCTION EQUIPMENT
RFQ No. 2314
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. 2314 – CONSTRUCTION EQUIPMENT

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 (1) 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.

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_____



RFQ NO. 2314 BIDDING SHEET

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.

SCHEDULE I – Multi Terrain Loader

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	Multi Terrain Loader as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.

SCHEDULE II – 39-inch Vibratory Paving Roller

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	39-inch Vibratory Paving Roller as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.

SCHEDULE III – 47-inch Vibratory Paving Roller

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	47-inch Vibratory Paving Loader as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.

SCHEDULE IV – Tractor Loader

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	Tractor Loader as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.

SCHEDULE V – Backhoe Loader

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	Backhoe Loader as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.

SCHEDULE VI – 6 Ton Class Excavator

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	6 Ton Class Excavator as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.

SCHEDULE VII – 8 Ton Class Excavator

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	8 Ton Class Excavator as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.

SCHEDULE VIII – 13 Ton Class Excavator

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	13 Ton Class Excavator as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.

SCHEDULE IX – Mid-Size Wheel Loader 25,000 lb. Operating Weight

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	Mid-Size Wheel Loader 25,000 lb. Operating Weight as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.

SCHEDULE X – Mid-Size Wheel Loader 30,000 lb. Operating Weight

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	Mid-Size Wheel Loader 30,000 lb. Operating Weight as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.

SCHEDULE XI – 48 Horsepower Concrete Saw 30" Blade

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	48 Horsepower Concrete Saw 30" Blade as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.

SCHEDULE XII – 50 Horsepower Concrete Saw 36” Blade

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	50 Horsepower Concrete Saw 36” Blade as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.

SCHEDULE XIII – 61 Horsepower Concrete Saw 36” Blade

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	61 Horsepower Concrete Saw 36” Blade as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.

SCHEDULE XIV – Vibratory Trench Roller

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	Vibratory Trench Roller as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.

SCHEDULE XV – Towable Sweeper

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	Towable Sweeper as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.

SCHEDULE XVI – Small Tilt Trailer Under 10,000 lbs. GVWR

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	Small Tilt Trailer Under 10,000 lbs. GVWR as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.

SCHEDULE XVII – Small Tilt Trailer/Ramp Trailer 12,000 lbs. to 16,000 lbs. GVWR

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	Small Tilt Trailer/Ramp Trailer 12,000 lbs. to 16,000 lbs. GVWR as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.

SCHEDULE XVIII – 40,000 lb. Equipment Trailer

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	40,000 lb. Equipment Trailer as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.

SCHEDULE XIX – 14,000 lb. GVWR Vacuum Excavator Trailer

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	14,000 lb. GVWR Vacuum Excavator Trailer as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.

SCHEDULE XX – 24,000 lb. GVWR Vacuum Excavator Trailer

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	24,000 lb. GVWR Vacuum Excavator Trailer as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.



REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Description of the Proposed Equipment/System:** RFQ response shall include a description of the proposed equipment/system, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the District and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFQ response. Finally, the description shall describe all product warranties provided by bidder.
2. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable or environmental initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific products procured under this RFQ or in relation to the manufacture, delivery, or office practices of your firm.

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

- a. Has your firm taken steps to enhance its ability to assess, track and address issues regarding Greenhouse Gas (GHG) Emissions in answer to recent legislations such as the [Buy Clean California Act](#)? If so, please attach any data you can on the embedded greenhouse gas emissions in the production and transport of the products and/or services which will be provided via this RFQ. If this is not available, please describe the approach you plan to take in order to gather and report this information in the future. For further information in this topic, please see: <http://www.ghgprotocol.org/scope-3-technical-calculation-guidance>
3. **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. 2314 – CONSTRUCTION EQUIPMENT

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. 2314 – CONSTRUCTION EQUIPMENT

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

BIDDER shall take out and maintain during the life of the Agreement all insurance required and BIDDER shall not commence work until such insurance has been approved by DISTRICT. The proof of insurance shall be on forms provided by DISTRICT directly following these Insurance Requirements.

BIDDERS are not required to submit completed insurance verification documents with their bid but will be required to submit them upon notification of award. By signing Exhibit A – RFP Response Packet, the BIDDER agrees to meet the minimum insurance requirements stated in the RFP.

The following provisions are applicable to all required insurance:

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
- B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below signing and submitting this Exhibit B to the DISTRICT. The Exhibit B may be signed by an officer of the CONTRACTOR (Agent) or by the Insurance Broker for the CONTRACTOR. CONTRACTOR shall update Exhibit B throughout the specified term of the insurance required by this Agreement by resubmitting the completed Exhibit B prior to the expiration date of any of the required insurance. The updated Exhibit B shall become a part of the Agreement but shall not require a change order to the Agreement. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until such insurance has been accepted by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent they apply to the scope of the services to be performed by subcontractor.
- D. Acceptance of verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.
- F. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- G. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- H. Any policies with a SIR shall provide that any SIR may be satisfied, in whole or in part, by the DISTRICT or the additional insured at its sole and absolute discretion.

- I. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.
- J. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.
- K. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.
- L. Insurance must be maintained, and updated Verification of Insurance be provided to the DISTRICT before the expiration of insurance by having CONTRACTOR's insurance broker or agent update, sign and return Exhibit B to the DISTRICT's contract manager. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration of this Agreement.
- M. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration of the Agreement.
- N. If requested by the DISTRICT, a copy of the policies' claims reporting requirement must be submitted to the DISTRICT for review.
- O. Where additional insured coverage is required, the additional insured coverage shall be "primary and non-contributory," and will not seek contribution from the DISTRICT's insurance or self-insurance.
- P. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR arising out of, pertaining to, or in any way relating to this Agreement, or Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the DISTRICT.
- Q. CONTRACTOR agrees, upon request by the DISTRICT, to provide complete, certified copies of any policies and endorsements within 10 days of such request (copies of policies may be redacted to eliminate premium details.)
- R. It is CONTRACTOR's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.
- S. Notice of Cancellation/Non-Renewal/Material Reduction The insurance requirements hereunder are mandatory, and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond

submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the CONTRACTOR's insurance broker or agent update, sign and return this EXHIBIT B.

I. Workers' Compensation and Employer's Liability Insurance Coverage

- A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:
 - Coverage A. Statutory Benefits Limits
 - Coverage B. Employer's Liability of not less than:
 - Bodily Injury by accident: \$1,000,000 each accident
 - Bodily Injury by disease: \$1,000,000 each employee
 - Bodily Injury by disease: \$1,000,000 policy limit
- B. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- C. If there is an onsite exposure of injury to CONTRACTOR, subcontractor, and/or subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.
- D. If CONTRACTOR is self-employed, a sole proprietorship or a partnership, with no employees, and is exempt from carrying Workers' Compensation Insurance, CONTRACTOR must return the completed Verification of Insurance confirming that CONTRACTOR has no employees and is exempt from the State of California Workers' Compensation requirements.
- E. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "F."
- F. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONTRACTOR and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONTRACTOR's failure to provide waiver of subrogation from the insurance carrier.

INSURANCE VERIFICATION DOCUMENTS

Verification of Workers' Compensation and Employer's Liability Insurance Coverage

By checking the box and signing below, I hereby verify that the CONTRACTOR is exempt from the State of California's requirement to carry workers' compensation insurance.

As the CONTRACTOR's insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries workers' compensation insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Retention Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from: _____ to: _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

II. Commercial General Liability Insurance (“CGL”) Coverage

- A. CONTRACTOR’s insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:
- | | |
|------------------------------------|--|
| Bodily Injury and Property Damage | \$2,000,000 per occurrence & aggregate |
| Personal Injury/Advertising Injury | \$2,000,000 per occurrence & aggregate |
| Products/Completed Operations | \$2,000,000 per occurrence & aggregate |
- D. Coverage must be on an occurrence basis.
- E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed by CONTRACTOR and/or subcontractor under this Agreement.
- F. Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all premises and operations in any way related to this Agreement.
- G. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- H. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Subcontractor on CONTRACTOR’s behalf.
- I. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an “insured contract.”
- J. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONTRACTOR’s failure

to provide the waiver of subrogation from its insurance carrier(s).

- K. "Independent CONTRACTOR's Liability" shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.

To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

- L. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the policies' limit(s).

Verification of Commercial General Liability (CGL) Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ _____

Policy Limit: Per Occurrence: \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

III. Business Auto Liability Insurance Coverage

CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

A. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

B. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:
Each Occurrence Limit (per accident) and in the Aggregate: \$2,000,000
Bodily Injury and Property Damage: \$2,000,000

C. Coverage must include either "owned, non-owned, and hired" autos or "any" automobile

This provision ensures the policy covers losses arising out of use of company-owned vehicles ("owned autos"), employee's personal autos ("non-owned autos" meaning not owned by company/insured) or autos that are rented or leased ("hired autos").

D. If CONTRACTOR is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.

E. If CONTRACTOR's Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to CONTRACTOR's and/or Subcontractor's performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the CONTRACTOR's Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other "pollutants" needed for the normal functioning of covered autos.

F. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

G. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the insurer's limits of liability.

Verification of Business Auto Liability Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Business Automobile Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ _____

Policy Limit: Per Accident/Occurrence \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

EXHIBIT C

GENERAL REQUIREMENTS

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

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2. BOND
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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 guaranties shall not be affected, limited, discharged or waived by any examination, inspection, delivery, acceptance, payment, course of dealing, course of performance, usage of trade, or termination for any reason and to any extent. In the absence of any conflicting language as to duration, which conflicting language will take precedence as being more specific, Contractor's aforesaid warranties and guarantees shall be in full force and effect for a period of one year from the date of acceptance by the District, but shall continue in full force and effect following notice from District of any warranty or guarantee issue, until such issue has been fully resolved to the satisfaction of District.

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 the Project Manager will grant the Contractor an extension of time in an amount equal to the period of Excusable Delay based on the analysis of schedule impact and delay analysis diagram, which shall be the Contractor's sole and exclusive remedy for such delay. Excusable Delays shall include labor strikes, adverse weather as defined in Article 8.5, and Acts of God.
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the 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.

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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

INDIVIDUAL CONSTRUCTION EQUIPMENT SPECIFICATIONS

SCHEDULES I THROUGH XX

SCHEDULE I

MULTI TERRAIN LOADER

GENERAL DESCRIPTION

The current District standard is the John Deere 333G Compact Track Loader. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT FOR A PERIOD OF 30 DAYS, BY NO LATER THAN 6/6/2023. CONTACT SCOTT BUSCH, 510-287-1392 TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH *HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.***

EQUIPMENT DESCRIPTION

New model of current production Multi Terrain Loader, John Deere 333G or District pre-approved equivalent, to include all standard equipment and all specified below additional equipment. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications.

1. Engine:
 - a. Four Cylinder, Turbocharged Diesel Engine
 - b. Engine shall be certified to EPA Tier 4F.
 - c. Engine displacement shall be no less than 3.1L
 - d. Engine Gross peak power should be no less than 100hp at 2500 rpm.
 - e. Engine shall have and electric transfer fuel pump with auto prime.
 - f. Service interval for the engine oil and oil filter shall be a minimum of 500 hours.
 - g. The engine shall have an auto tension serpentine fan cooling fan belt that never needs adjusting.
 - h. Engine air filter restriction indicators shall be displayed in the cab monitor.
 - i. Engine shall have automatic pre-heat and auto shutdown provided.
 - j. The engine, hydrostatic-hydraulic and chain case reservoirs shall all utilize 10w30 oil to simplify service.
 - k. Quick-pivot ROPS that allows direct access to major hydraulic components and engine starter when the boom is in its lowered position.
 - l. Fuel tank shall be no less than 30 gallons.
 - m. Fuel tank shall be protected by a locking engine compartment and easily accessed without opening a rearward door.

2. Cooling:
 - a. Hydraulically driven variable speed cooling fan to cool only on demand for fuel economy.
 - b. Unit shall have coolant recovery tank provided.
 - c. The hydraulic and engine cooler should be separated and must not be stacked in line.
 - d. Unit shall provide reversing fan option that automatically blows out the engine and hydraulic coolers periodically.
 - e. The cooling system shall pull air in from both sides of the machine, and top rear hood, and then direct it away from the operator station and out the rear of the unit.

3. Powertrain/ undercarriage:
 - a. Maximum travel speed shall be at least 7.8 mph.
 - b. The transmission shall be electronically modulated soft shift 2 speed.
 - c. The transmission system must be directly coupled to the engine without additional belts or pulleys.
 - d. The parking brake shall be automatically spring applied, hydraulically released, wet-disk and sealed from water, mud, and dust contamination.
 - e. Tractive effort must be no less than 11,500lbs.
 - f. The undercarriage rollers must be composed of steel and have no less than 5 rollers.
 - g. The front and rear idlers must be dual flanged to eliminate de-tracking and provide a smoother ride.
 - h. The middle rollers must be triple flanged to eliminate de-tracking and provide a smoother ride.
 - i. The drive hoses must have shield type protection.
 - j. The rubber track design must be reinforced with steel cord.
 - k. The track lugs must be embedded with metal for longer life and performance.
 - l. The track tensioner must be horizontal design with single grease zerk adjustment.
 - m. The undercarriage rollers must be of metal face seals, HD journal bearings, metal sealed drive sprocket, and metal frame.
 - n. The under carriage must have a planetary reduction drive gear that evenly distributes torque.
 - o. The tapered roller bearing must be no smaller than 8" and tapered roller style.

4. Hydraulic system:
 - a. Hydraulic oil filter restriction indicator shall show on in cab monitor.
 - b. Hydraulic filter shall be no more than 5-micron, spin-on, vertical mounting.
 - c. The hydraulic system pressure at the couplers shall be no less than 3,450 psi.
 - d. The standard pump flow shall be no less than 25 GPM.
 - e. The calculated standard flow hydraulic horsepower shall be no less than 50 HP.
 - f. Auxiliary hydraulics with convenient flat face quick couplers shall be connect under pressure style.
 - g. Sight gauge showing hydraulic oil level shall be easily viewed from inside the lockable engine compartment.
 - h. Hydraulic fittings shall have an O-ring face seal to virtually eliminate oil leaks.
 - i. Boom cylinders shall be cushioned for machine protection, smother operation and lower noise.

5. Electrical:

- a. The loader shall have two front halogen work lights and one rear work light to illuminate the work area.
- b. Optional deluxe lighting package that includes 2 front LED work lights, 2 side LED work lights, and 1 rear LED work light.
- c. Courtesy lighting feature shall provide an adjustable time delay to automatically shut off all lights after the machine is turned off for enhanced safety and battery protection.
- d. No tools needed to access maintenance free battery with the boom in the lowered position.
- e. Both the negative and positive terminals of the battery must be directly accessible with the loader arm located in any position.
- f. Switches and electrical connectors are sealed from moisture and dirt to help prevent corrosion.
- g. Battery shall be no less than 12 volt, 925 CCA.
- h. In cab John Deere patented Power Quick-Tatch system shall be electronically activated for convenient machine to attachment coupling

6. Operator Station:

- a. Cab enclosure option shall be pressurized and sealed.
- b. Cab enclosure shall provide a swing out curved glass front door, not an overhead roll-up door, for maximum visibility and a large entry/exit opening.
- c. The machine shall be equipped with auxiliary hydraulics activated by a thumb switch located on EH joystick controls.
- d. Joystick control options shall provide a foot throttle for efficiency and periodic power bursts.
- e. Optional joystick control option must be EH and not pilot hydraulic controlled.
- f. Machine shall have four full length grab handles for easy entry/exit.
- g. Machine must be equipped with a standard equipment pull-down interlocking lap bar.
- h. Retractable seat belt shall be provided as standard equipment.
- i. Deluxe instrumentation EMU with operator-selectable monitoring-hour meter, engine rpm, battery voltage, diagnostics, Emu configuration, engine coolant temperature, hydraulic oil temperature/ LED warning indicators- glow plug, seat switch, seat belt, door open, auxiliary hydraulics, park brake engaged, 2-speed engaged, stop, low engine oil pressure, engine coolant over-temperature, battery not charging, air filter restriction and hydraulic filter restriction.

7. General specifications:

- a. The tipping load shall be no less than 10,570 lb. rated with standard track and foundry bucket.
- b. The boom break out force with HD construction bucket shall be no less than 7,750 lb.
- c. The bucket break out force with HD construction bucket shall be no less than 9,250 lb.
- d. The machine shall have 4-point front and rear tie downs for unit transport.
- e. Unit shall have vandal protection package that includes a lockable engine enclosure and DEF compartment for all fluid fill locations.
- f. The unit shall be provided with an in-cab boom service lockout bar so only one

- person can easily secure the boom in the upright position.
- g. Operating weight with standard equipment, ROPS cab, 175 lb. operator and full fuel tank shall be a minimum of 12,100 lb.
 - h. Loader design shall be vertical lift boom for heavy lifting, high reach, and superior visibility to the attachment at full loader height.
 - i. The tubular lower lift arms shall have forged ends for added strength.
 - j. Ground clearance under the loader shall be no less than 9.4”.
8. Dealer and Warranty Requirements:
- a. Responsible Dealer shall have represented this manufacturer in this market uninterrupted for a minimum of 10-years for stability and reliability.
 - b. Responsible Dealer shall have a Parts counter available locally with online Parts ordering as an option and Parts pick-up available during normal business hours.
 - c. Responsible Manufacturer shall have a regional Parts counter within 100- miles with no less than 1 million unique SKU's in stock for maximum uptime and productivity.
 - d. Responsible Dealer will have no less than 4 Mobile Field Trucks with Certified Field Technicians dispatched from a store within 100-miles of delivery location of 1199 21st Street in Oakland for maximum uptime and productivity.
 - e. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired. Printed operators manual to be securely stored on machine.
 - f. Machine shall come with a 5-Year 1,500-Hour Comprehensive Warranty
 - g. A 5-Year subscription to remote diagnostic software with all hardware included will be standard. Software must provide fleet management, GPS, on board diagnostic and reporting features and be accessible in the field from a mobile app.
 - h. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training.
 - i. Dealer will provide EIN label and release the machine from DOORS upon delivery.

SCHEDULE II

39 INCH VIBRATORY PAVING ROLLER

GENERAL DESCRIPTION

The current District standard is the Caterpillar CB2.5. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT FOR A PERIOD OF 30 DAYS, BY NO LATER THAN 6/6/2023. CONTACT SCOTT BUSCH, 510-287-1392 TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

EQUIPMENT DESCRIPTION

New model of current production Caterpillar CB2.5, or District pre-approved equivalent to include all the following MINIMUM equipment:

1. General Specifications
 - a. Minimum operating weight of 5,546 lb.
 - b. Minimum of 46 HP, maximum 48 HP diesel engine certified to EPA Tier 4F.
 - c. Foldable ROPS (ability to lower without tools)
 - d. Battery disconnect switch.
 - e. Traction control
 - f. Sliding (forward/back, right/left) suspension seat with safety switch.
 - g. Maximum width of roller drum will be 39".
 - h. Maximum length 101"
 - i. Maximum height 106"
 - j. Overall width 44"
 - k. Drum diameter 28"
 - l. Curb clearance 17.8"
 - m. Ground clearance 11"
 - n. Minimum centrifugal force per drum 2,800 lb.
 - o. Maximum centrifugal force per drum 6,700 lb.
 - p. Three vibration frequency options
 - q. Maximum travel speed 7.5 MPH
 - r. Minimum fuel tank capacity 14 gallons
 - s. Multi-function control panel with LCD display and vandalism protection.

- t. Instrumentation to include: engine coolant temp, electric hour meter, engine oil pressure, backup alarm neutral safety switch.
- u. Water system with 52-gallon tank, variable spray modes, triple filtration and self-adjust, spring Loaded scrapers.
- v. Front and rear facing work lights.
- w. Stop/turn/tail/hazard lights.
- x. Strobe light
- y. Hydrostatic drive
- z. Hydrostatic brakes
- aa. Secondary braking will be spring applied, hydraulic released (each drum)
- bb. Articulated steering

2. Dealer and Warranty Requirements:

- a. Responsible Dealer shall have represented this manufacturer in this market uninterrupted for a minimum of 10-years for stability and reliability.
- b. Responsible Dealer shall have a Parts counter available locally with online Parts ordering as an option and Parts pick-up available during normal business hours.
- c. Responsible Manufacturer shall have a regional Parts counter within 100- miles with no less than 1 million unique SKU's in stock for maximum uptime and productivity.
- d. Responsible Dealer will have no less than 4 Mobile Field Trucks with Certified Field Technicians dispatched from a store within 100-miles of delivery location of 1199 21st Street in Oakland for maximum uptime and productivity.
- e. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired. Printed operators manual to be securely stored on machine.
- f. Machine shall come with a 5-Year 1,500-Hour Comprehensive Warranty
- g. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training.
- h. Dealer will provide EIN label and release the machine from DOORS upon delivery.

SCHEDULE III

47 INCH VIBRATORY PAVING ROLLER

GENERAL DESCRIPTION

The current District standard is the Caterpillar CB2.7. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT FOR A PERIOD OF 30 DAYS, BY NO LATER THAN 6/6/2023. CONTACT SCOTT BUSCH, 510-287-1392 TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

EQUIPMENT DESCRIPTION

New model of current production Caterpillar CB2.7, or District pre-approved equivalent to include all the following MINIMUM equipment:

1. General Specifications
 - a. Minimum operating weight of 5936 lb.
 - b. Minimum of 46 HP, maximum 49 HP diesel engine certified to EPA Tier 4F
 - c. Foldable ROPS (ability to lower without tools)
 - d. Battery disconnect switch.
 - e. Traction control
 - f. Sliding (forward/back, right/left) suspension seat with safety switch.
 - g. Maximum width of roller drum will be 47.2".
 - h. Maximum length 101"
 - i. Maximum height 106"
 - j. Overall width 52"
 - k. Drum diameter 28.3"
 - l. Curb clearance 17.8"
 - m. Ground clearance 11"
 - n. Minimum centrifugal force per drum 3,200 lb.
 - o. Maximum centrifugal force per drum 7,929 lb.
 - p. Three vibration frequency options
 - q. Maximum travel speed 7.5 MPH
 - r. Minimum fuel tank capacity 14 gallons

- s. Multi-function control panel with LCD display and vandalism protection
Instrumentation to include: engine coolant temp, electric hour meter, engine oil pressure, backup alarm, neutral safety switch.
- t. Water system with 52-gallon tank, variable spray modes, triple filtration and self-adjust, spring loaded scrapers.
- u. Front and rear facing work lights.
- v. Stop/turn/tail/hazard lights.
- w. Strobe light
- x. Hydrostatic drive
- y. Hydrostatic brakes
- z. Secondary braking will be spring applied, hydraulic released (each drum)
- aa. Articulated steering

2. Dealer and Warranty Requirements:

- a. Responsible Dealer shall have represented this manufacturer in this market uninterrupted for a minimum of 10-years for stability and reliability.
- b. Responsible Dealer shall have a Parts counter available locally with online Parts ordering as an option and Parts pick-up available during normal business hours.
- c. Responsible Manufacturer shall have a regional Parts counter within 100- miles with no less than 1 million unique SKU's in stock for maximum uptime and productivity.
- d. Responsible Dealer will have no less than 4 Mobile Field Trucks with Certified Field Technicians dispatched from a store within 100-miles of delivery location of 1199 21st Street in Oakland for maximum uptime and productivity.
- e. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired Printed operators manual to be securely stored on machine.
- f. Machine shall come with a 5-Year 1,500-Hour Comprehensive Warranty
- g. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training.
- h. Dealer will provide EIN label and release the machine from DOORS upon delivery.

SCHEDULE IV

TRACTOR LOADER

GENERAL DESCRIPTION

The current District standard is the John Deere 210P. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT FOR A PERIOD OF 30 DAYS, BY NO LATER THAN 6/6/2023. CONTACT SCOTT BUSCH, 510-287-1392 TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH *HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.***

EQUIPMENT DESCRIPTION

New model of current production Tractor Loader, John Deere 210P or District pre-approved equivalent, to include all standard equipment and all specified below additional equipment. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications.

1. Engine:
 - a. Four Cylinder, turbocharged, isolation mounted diesel engine shall be designed and built by the manufacturer.
 - b. Engine shall be certified to EPA Final Tier 4 emissions.
 - c. Engine shall have an individually replaceable, wet-sleeve cylinder liner design to dissipate heat for reduced ring wear and oil breakdown.
 - d. Engine displacement shall be no less than 4.5 liters (276 cu. in.)
 - e. Engine rated net peak power (ISO9249) shall be no less than 100 hp @ 1600 rpm.
 - f. Engine shall have an electronically controlled high pressure common rail (HPCR) fuel delivery system.
 - g. Engine shall have a serpentine belt with automatic belt tensioner reducing required maintenance.
 - h. Under-hood engine air cleaner shall be dry type, dual element with evacuator valve, restriction sensor and in-cab restriction warning light.
 - i. The tractor shall have a one-piece tilt hood for easy engine access without having to remove engine side shields.

- j. Engine shall have no more than 30-micron rated primary fuel filter with water separator.
- k. The tractor shall be equipped with an oil-to-water engine oil cooler.
- l. Unit shall have a coolant recovery tank provided.
- m. Unit shall have an electronically controlled, variable rate suction-type fan with guard for reduced Hp draw, reduced fuel consumption and quieter operation.
- n. The hydraulic and transmission circuits will be water cooled for fast winter warm-up for increased productivity.
- o. Foldout hinged cooling system will allow for efficient clean out. Remote mounted transmission and hydraulic coolers will offer better air exchange and fewer stacked cores.

2. Powertrain:

- a. The transmission shall be hydraulic powershift for fast, smooth, on-the-fly gear shifts; fully synchronized four forward, two reverse speeds.
- b. The axle will be mechanical -front-wheel-drive (MFWD) with traction control limited-slip differential with electric on/off control.
- c. The axle will be sealed with no breather to protect against contamination.
- d. The clutch engaged MFWD can be engaged on the fly during operation.
- e. MFWD will come with a Drive Shaft Guard to protect when operating in various terrain or unfinished roads.
- f. The unit shall have a differential lock, electric foot actuated as standard equipment.
- g. The single electric Transmission Control Lever will have gear selection fully integrated in the lever as well as forward, neutral and reverse (FNR power shuttle).
- h. Transmission/hydraulic oil cooler shall be provided as standard equipment.
- i. The tractor shall have hydrostatic power steering with emergency manual mode.
- j. The rear final drives shall be heavy-duty outboard planetary distributing loads over four gears sealed in oil bath for long-life and trouble-free service.
- k. The rear axle bearings shall be self-lubricating and shall not need to be greased.
- l. The service brakes shall be power assisted, hydraulic wet disc, mounted inboard, self-adjusting & self-equalizing for a long and trouble-free life, sealed from water, mud and dust contamination.
- m. The parking brake shall be spring applied, hydraulically released, wet, multi-disc, independent of service brakes with electric switch control and sealed from water, mud, and dust contamination.
- n. Manufacturer must provide a Power Takeoff (PTO) option - 55 hp 5400 rpm.
- o. Park brake when applied shall disengage the transmission and shall not be able to be "driven through" and will automatically apply when engine is shut off.

3. Hydraulic System:
 - a. The hydraulic fittings shall have "O"-ring face seal connectors to secure a tight, leak-free seal.
 - b. The hydraulic filter shall be no more than 6 micron and will be vertically mounted, spin on design for ease of installation and leak-free replacement.
 - c. Hydraulic pump shall be 28.9 GPM gear pump, open center system with integral priority valve.

4. Electrical System:
 - a. The tractor shall have a 12-volt system with 120-amp alternator.
 - b. maintenance free battery shall be included, 12 volt, 950 CCA, 175- min. rated reserve with disconnect and jump posts.
 - c. The machine shall have blade type, multi-fused circuits.
 - d. The starter shall have a bypass start safety cover.
 - e. Canopy will have a rotating pivotable beacon.
 - f. Unit shall be equipped with LED driving/working lights, (4) front driving/working; (4) rear; (2) side docking lights. The front lights shall be adjustable.

5. Operator station:
 - a. Unit shall be equipped with optional cab: isolation-mounted ROPS/FOPS, with molded roof and standard HVAC.
 - b. Access to the cab shall be from the right and left side with protected, wide, rigid, self-cleaning steps and ergonomically located handholds.
 - c. 3" retractable seat belt shall be provided.
 - d. Operator manual storage compartment, interior rearview mirror
 - e. The monitor system shall have audible and or visual warnings for: service code indicator, engine coolant temperature, engine oil pressure, STOP indicator, torque converter oil temp, engine rpm, system voltage, job timer, and machine information.
 - f. The key start switch will have an electric fuel shut-off.
 - g. The monitor will have a multi-language (English, French and Spanish) digital monitor for diagnostics (including diagnostic messages and fault code readings), calibrations and machine information.
 - h. The seat shall be suspension cloth swivel, rotating with flip-up armrests, backrest angle adjustment and lumbar support.

6. Loader:
 - a. Lift Capacity at Full Height with a heavy-duty bucket, wheel weights and box blade shall be at least 6340 lb.
 - b. Dump Clearance @ 45 deg. shall be no less than 8' 8 "
 - c. Digging depth below ground, bucket level shall be no less than 7.8"
 - d. The loader shall have hydraulic self-leveling and bucket-level indicator.
 - e. The loader shall have divergent loader arms for excellent visibility to the bucket.

- f. A single lever with integrated proportional electrohydraulic control of auxiliary loader operation shall be included from the factory when machine is equipped with auxiliary hydraulics. Lever is also equipped with clutch disconnect, momentary MFWD and MFWD on/off.
 - g. The loader shall have 1 central 4-in-1 mounted ring for lifting.
 - h. The loader shall have a non-removable, hinged loader boom service lock.
7. General Specifications:
- a. Engine hood, toolbox, hydraulic reservoir, and fuel filler shall be lockable.
 - b. The tilt hood shall have two service positions for easy operation.
 - c. An easy-to-read periodic maintenance and grease chart shall be easily accessible on the machine.
 - d. Fuel tank capacity shall be no less than 30 gallons and shall be accessible from the ground and lockable.
 - e. Fluid levels should be easily checked by sight gauges, dipsticks, or overflow tank.
 - f. Unit shall be equipped with ride control to act as a shock absorber, smoothing travel over rough terrain and increasing percentage bucket fill to dump while reducing Operator fatigue.
 - g. The loader shall come equipped with 12-16.5, 8 PR R4 front tires and 16.9-24, 8 PR, R4 rear tires.
 - h. The tractor should have optional tires offered for department preference.
 - i. Factory installed fluid sampling/ Field drain valves will come installed.
8. Dealer and Warranty Requirements:
- a. Responsible Dealer shall have represented this manufacturer in this market uninterrupted for a minimum of 10-years for stability and reliability.
 - b. Responsible Dealer shall have a Parts counter available locally with online Parts ordering as an option and Parts pick-up available during normal business hours.
 - c. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired. Printed operators manual to be securely stored on machine.
 - d. Machine shall come with a 5-Year 1,500-Hour Comprehensive Warranty
 - e. A 5-Year subscription to remote diagnostic software with all hardware included will be standard. Software must provide fleet management, GPS, on board diagnostic and reporting features and be accessible in the field from a mobile app.
 - f. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training.
 - g. Dealer will be responsible for registering machine with permanent exempt license plates through the DMV.
 - h. Dealer will provide EIN label and release the machine from DOORS upon delivery.

SCHEDULE V

BACKHOE LOADER

GENERAL DESCRIPTION

The current District standard is the John Deere 410P. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT FOR A PERIOD OF 30 DAYS, BY NO LATER THAN 6/6/2023. CONTACT SCOTT BUSCH, 510-287-1392 TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

EQUIPMENT DESCRIPTION

New model of current production Backhoe Loader, John Deere 410P or District pre-approved equivalent, to include all standard equipment and all specified below additional equipment. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications.

1. Engine:
 - a. Four Cylinder, turbocharged, isolation mounted diesel engine shall be designed and built by the manufacturer.
 - b. Engine shall be certified to EPA Final Tier 4 emissions.
 - c. Engine shall have an individually replaceable, wet-sleeve cylinder liner design to dissipate heat for reduced ring wear and oil breakdown.
 - d. Engine displacement shall be no less than 4.5 liters (276 cu. in.)
 - e. Engine rated net peak power (ISO9249) shall be no less than 113 hp @ 2,200 rpm.
 - f. Engine shall develop at least a 23% torque rise and should have at least 330 lb-ft (447 Nm) net torque at 1400 rpm.
 - g. Engine shall have an electronically controlled high pressure common rail (HPCR) fuel delivery system.
 - h. Engine shall have a serpentine belt with automatic belt tensioner reducing required maintenance.
 - i. Under-hood engine air cleaner shall be dry type, dual element with evacuator valve, restriction sensor and in-cab restriction warning light.
 - j. The backhoe shall have a one-piece tilt hood for easy engine access without having to remove engine side shields.

- k. Engine shall have no more than 30-micron rated primary fuel filter with water separator.
- l. Engine shall have no more than 2-micron rated secondary fuel filter.
- m. Engine will be equipped with a water-in-fuel sensor.
- n. The backhoe shall be equipped with an oil-to-water engine oil cooler.
- o. Unit shall have a coolant recovery tank provided.
- p. Unit shall have an electronically controlled, variable rate suction-type fan with guard for reduced Hp draw, reduced fuel consumption and quieter operation.
- q. Foldout hinged cooling system will allow for efficient clean out.
- r. Remote mounted transmission and hydraulic coolers will offer better air exchange and fewer stacked cores.
- s. The hydraulic and transmission circuits will be water cooled for fast winter warm-up for increased productivity.

2. Powertrain:

- a. The transmission shall be a hydraulically actuated powershift with torque converter with maximum transport speed of 24.9 mph; fully synchronized and five forward (automatically shifts between 4th and 5th gears), three reverse speeds.
- b. The axle will be mechanical -front-wheel-drive (MFWD) with traction control limited-slip differential with electric on/off control.
- c. The axle will be sealed with no breather to protect against contamination.
- d. The clutch engaged MFWD can be engaged on the fly during operation.
- e. The machine will disengage MFWD in 4th gear to allow for longer life of tires and drive train and reduced fuel consumption.
- f. Machine will automatically engage MFWD when brakes are applied for four-wheel braking.
- g. The transmission shall be isolation mounted to the mainframe to minimize shock load stress.
- h. The rear axle shall have a differential lock, electric foot actuated as standard equipment.
- i. The operator can enable a differential lock protection in the monitor, which will not allow the differential lock to be engaged above 1000 rpm to prevent damage to components.
- j. The single electric Transmission Control Lever will have gear selection fully integrated in the lever as well as forward, neutral and reverse (FNR power shuttle).
- k. Transmission oil cooler shall be provided as standard equipment.
- l. The backhoe shall have hydrostatic power steering with emergency manual mode.
- m. The machine will have a dial throttle that will allow the operator to road the machine on cruise control. Upon engagement of the brake pedal, the engine RPMs return to idle.
- n. The rear final drives shall be heavy-duty outboard planetary distributing loads over four gears sealed in oil bath for long-life and trouble-free service.
- o. The front axle shall have remote grease bank for front axle for easy access.
- p. The rear axle bearings shall be self-lubricating and shall not need to be greased.
- q. The service brakes shall be inboard, wet-multiple disks, self-adjusting and self-equalizing and hydraulically actuated for a long and trouble-free life, sealed from

- water, mud and dust contamination.
- r. The parking brake shall be independent of service brakes, spring applied, hydraulically released, wet multi-disk, self-adjusting and sealed from water, mud, and dust contamination.
- s. Park brake when applied shall disengage the transmission and shall not be able to be "driven through" and will automatically apply when engine is shut off.

3. Hydraulic System:

- a. The hydraulic fittings shall have "O"-ring face seal connectors to secure a tight, leak-free seal.
- b. Hydraulic cooler will have an independent reservoir for continuous running of attachments at high ambient outside air temperatures.
- c. Unit shall have pressure compensated load sensing hydraulics to improve multi-function performance.
- d. The hydraulic filter shall be no more than 4 micron and will be vertically mounted, spin on design for ease of installation and leak-free replacement.
- e. Machine shall be equipped with Auto Idle to lower rpm when hydraulics are not active to conserve fuel and reduce noise levels.
- f. The machine shall be equipped with Economy Mode with dual feature that can be applied to backhoe or loader functions separately or together for improved fuel economy.
- g. An automatic bucket return-to-dig control will be standard.
- h. The machine must be capable of operating both the 1-way backhoe auxiliary circuit and the 2-way backhoe auxiliary circuit simultaneously.
- i. Hydraulic pump shall be 43 GPM (159L/min.) at 2,200 rpm at 3,625 psi (24,993 kPa). axial piston pump, pressure compensating, load sensing.
- j. Auxiliary hydraulics with one and two-way flow (hammer and thumb/swinger). Includes plumbing to end of dipper stick for one way flow valve.
- k. Sixth function valve kit (two-way flow for thumb singer or grapple) valve section and two hoses.

4. Electrical:

- a. The backhoe shall have a 12-volt system with 145-amp alternator.
- b. Dual maintenance free batteries shall be included, 12 volt, 1900 CCA, 300- min. rated reserve with disconnect and jump posts.
- c. The machine shall have blade type, multi-fused circuits.
- d. The starter shall have a bypass start safety cover.
- e. Cab will have a rotating pivotable beacon.
- f. Unit shall be equipped with 10 LED driving/working lights, (4) front driving/working; (4) rear; (2) side docking lights. The front lights shall be adjustable.

5. Operator Station:

- a. Unit shall be equipped with isolation mounted modular design ROPS/FOPS Level 2 (meets ISO 3449 & ISO 3471 / SAE J1040) Cab and molded roof.
- b. Cab will have tinted safety glass, a headliner, molded floor mats, 26,000 BTU air conditioning, CFC free R134a refrigerant, 40,000 BTU 3-speed heater/ defrosters / pressurizer, Interior rearview mirror, front 2-speed wiper with windshield wiper and

- rear 1-speed wiper, Cloth air suspension seat w/ swivel / lumbar adjustment / and fully adjustable arm rests.
- c. Cab will have AM/FM/Weather Radio, roof power port, roof storage compartment.
- d. Access to the cab shall be from the right and left side with protected, wide, rigid, self-cleaning steps and ergonomically located handholds.
- e. 3" retractable seat belt shall be provided.
- f. Coat hook, built-in beverage holder, operator manual storage compartment, interior rearview mirror and two 12-volt outlets shall be provided.
- g. Unit shall be equipped with illuminated electronic gauges with audible warning for: engine coolant temperature, transmission oil temperature and fuel level.
- h. The monitor system shall have audible and visual warnings: engine air restriction, low alternator voltage, engine oil pressure and temperature, hydraulic filter restriction, parking brake on/off, after treatment temperature, transmission oil temperature, fuel, hour meter and low brake pressure. The seat belt will have a digital warning.
- i. The keyless start will have an electric fuel shut-off and ability to have auto shutdown setup in monitor.
- j. Machine will be equipped with a Sealed Switch Module for easy location of controls on the right-hand console and increased durability.
- k. The monitor will have a multi-language (English, French and Spanish) digital monitor for diagnostics (including diagnostic messages and fault code readings), calibrations and machine information.
- l. Machine manufacturer will provide a factory installed onboard security system for total machine integration. System will have the ability to accommodate no less than ten operator codes.
- m. Machine shall be enabled with Machine Security, enabled through the monitor.
- n. Unit shall have digital display for: engine rpm, engine hours, system voltage.
- o. The foot throttle shall be suspended.
- p. The machine will have a cab and air conditioner available from the factory.
- q. Machine will have lockable storage on the right-hand side of the cab.
- r. Machine will have additional lockable storage on the left-hand side of the cab.

6. Loader:

- a. Lift Capacity with 1.3 cu yd bucket at full height shall be at least 7,149 lb.
- b. Dump Clearance with bucket at 45 deg. shall be no less than 8' 10 "
- c. Digging depth below ground, 1.3 cu yd bucket level shall be no less than 6.2".
- d. The loader shall have hydraulic self-leveling and bucket-level indicator.
- e. The loader shall have divergent loader arms for excellent visibility to the bucket.
- f. A single lever with integrated proportional electro-hydraulic control of auxiliary loader operation shall be included from the factory when machine is equipped with auxiliary hydraulics. Lever is also equipped with clutch disconnect, momentary MFWD and MFWD on/off.
- g. Loader shall have a single cylinder and linkages for tilt and curl on bucket.
- h. The loader shall have 1 central 4-in-1 mounted ring for lifting.
- i. The loader shall have a non-removable, hinged loader boom service lock.

7. Backhoe:

- a. The backhoe with extendible dipper stick digging depth shall be at least 19'8."
- b. Machine shall be equipped with a lift mode to increase craning capacity.
- c. The swing lock pin shall be stored in the operator's station.
- d. The stabilizer shall have reversible pads.
- e. The backhoe boom shall be a power curve design, hourglass shape for maximum strength and optimized visibility to the work tool.
- f. Digging force with standard backhoe, bucket cylinder shall be at least 15,723 lb.
- g. The backhoe shall be equipped with a rubber bumper/linkage style boom locks to keep the backhoe from vibrating on the swing frame.
- h. The machine will be available with factory installed pilot backhoe controls with pattern-selection feature.
- i. The rear stabilizers will come with protective covers.
- j. The Backhoe boom will come with a bolt on boom protection plate. Instructions will be provided for weld on option.
- k. The Backhoe shall be equipped with a "skyhook" at the end of the stick for lifting.
- l. Rear Wiring Harness for Hammer, Auto Greaser
- m. The swing casting shall have dual yokes: on top and on the bottom.
- n. Buckets with TK series teeth will be available for the machine.
- o. WainRoy Style Quick Coupler shall be provided to make bucket changing easier.

8. General Specifications:

- a. Engine hood, toolbox, hydraulic reservoir, and fuel filler shall be lockable.
- b. The tilt hood shall have two service positions for easy operation.
- c. An easy-to-read periodic maintenance and grease chart shall be easily accessible on the machine.
- d. Fuel tank capacity shall be no less than 34 gallons and shall be accessible from the ground and lockable. DEF tank to be no less than 3.6 gallons and accessible from ground and lockable.
- e. Fluid levels should be easily checked by sight gauges, dipsticks, or overflow tank.
- f. Unit shall be equipped with ride control to act as a shock absorber, smoothing travel over rough terrain and increasing percentage bucket fill to dump while reducing Operator fatigue.
- g. The Backhoe should come standard with off road tires.
- h. The Backhoe should have optional radial street tires for department preference.
- i. Factory installed fluid sampling/ field drain valves will come installed.
- j. The mainframe shall be a one-piece unitized construction for maximum strength.
- k. Unit shall have four built-in vehicle tie-downs, two in front and two in rear for safe transport between jobs.
- l. The side plate thickness on the loader boom, backhoe boom and mainframe shall be 4.5 mil or greater.
- m. Machine shall be equipped with an exterior mounted, ground level accessed and lockable storage compartment.
- n. The machine shall come with 1,250 lb. counterweight for stability when operating a hammer.
- o. The machine shall come with 2 exterior rear view mirrors.

- p. The machine shall come with Chrome exhaust extension.
- q. The machine shall come with a full MFWD Driveshaft guard.
- r. The machine shall come with a license plate bracket and light.
- s. Replaceable, bolt-on rubber bumpers will be provided to protect the grille frame for severe loading applications.

9. Dealer and Warranty Requirements:

- a. Responsible Dealer shall have represented this manufacturer in this market uninterrupted for a minimum of 10-years for stability and reliability.
- b. Responsible Dealer shall have a Parts counter available locally with online Parts ordering as an option and Parts pick-up available during normal business hours.
- c. Responsible Manufacturer shall have a regional Parts counter within 100- miles with no less than 1 million unique SKU's in stock for maximum uptime and productivity.
- d. Responsible Dealer will have no less than 4 Mobile Field Trucks with Certified Field Technicians dispatched from a store within 100-miles of delivery location of 1199 21st Street in Oakland for maximum uptime and productivity.
- e. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired. Printed operators manual to be securely stored on machine.
- f. Machine shall come with a 5-Year 1,500-Hour Comprehensive Warranty
- g. A 5-Year subscription to remote diagnostic software with all hardware included will be standard. Software must provide fleet management, GPS, on board diagnostic and reporting features and be accessible in the field from a mobile app.
- h. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training.
- i. Dealer will be responsible for registering machine with permanent exempt license plates through the DMV.
- j. Dealer will provide EIN label and release the machine from DOORS upon delivery.

SCHEDULE VI

6 TON CLASS EXCAVATOR

GENERAL DESCRIPTION

The current District standard is the John Deere 60P. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT FOR A PERIOD OF 30 DAYS, BY NO LATER THAN 6/6/2023. CONTACT SCOTT BUSCH, 510-287-1392 TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

EQUIPMENT DESCRIPTION

New model of current production 6-ton class Excavator, John Deere 60P or District pre-approved equivalent, to include all standard equipment and all specified below additional equipment. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications.

1. Engine:
 - a. Engine must be certified to EPA Final Tier 4 emissions.
 - b. The excavator engine power will be rated at no less than SAE Net 53-hp @ 2,000 RPM.
 - c. Engine displacement shall be no less than 203 cu in (3.3 L)
 - d. Service interval for the engine oil, oil and fuel filters shall be at 500 hours to reduce operating and maintenance costs.
 - e. The fuel and hydraulic filters shall be vertically mounted to help prevent spills.
 - f. Filters shall be vertical spin-on to allow quick and clean changes.
 - g. The operator will be able to choose an engine rpm for operating conditions, using an electronic rotary dial system or equivalent.
 - h. The excavator shall have two power modes, one for general digging and one for lighter digging and improved fuel economy.
 - i. When the control levers are in neutral, the engine speed shall automatically change to idle (after a delay) to save fuel and reduce emissions and noise.
 - j. The fuel filter will have a water separator.
 - k. The engine shall be equipped with glow plug start aids.

- l. Engine shall be capable of auto-shutdown with adjustable delay periods to conserve fuel.
 - m. A coolant recovery tank will be standard with visible coolant level.
 - n. Hinged door shall provide wide-open access to side-by-side oil cooler and radiator for simplified core clean-out.
 - o. Unit shall have a fan-guard.
2. Powertrain:
- a. Two speed propel will be standard with auto-shifting when travel motors encounter heavier load. A switch will be provided to lock the machine into low speed propel.
 - b. Each track shall be independently driven by hydrostatic axial-piston motor connected to 2-stage planetary gear-reduction box.
 - c. In high speed, the machine shall reach 3.0 mph to improve job site maneuverability.
 - d. The swing speed shall be at least 9.5 rpm.
 - e. The swing brake shall be automatic, spring applied, hydraulically released and maintenance free.
 - f. The propel brake shall be automatic, spring applied, hydraulically released and maintenance free.
3. Hydraulic System:
- a. The hydraulic system will be closed center load sensing with one variable displacement pump.
 - b. The pump flow rate shall be at least 38.0 gpm.
 - c. The auxiliary pump flow shall be at least 23 gpm.
 - d. Hydraulic tank capacity should be no less than 21 gal.
 - e. Proportional control for breaker/thumb auxiliaries will come installed with joystick control.
 - f. The controls shall be hydraulic, pilot operated for boom, arm, bucket, swing, boom-swing, blade, travel, and auxiliary functions.
 - g. The pilot controls shall be "short throw levers" to minimize Operator fatigue with fingertip controls.
 - h. The hydraulic oil tank will have an oil level sight gauge for fast and easy monitoring.
 - i. For hose/tube connections on the boom, a covering shall cover the joint to minimize leak spray.
 - j. Hydraulic oil change will have a service interval of at least 2000 hours.
 - k. Excavator will have breaker / thumb auxiliary hydraulic lines with couplers to the end of the boom.
 - l. A control pattern changer valve will be provided (excavator to backhoe control) inside of the operator station behind a lockable panel.
 - m. Excavator will have a wet-disc swing brake.
 - n. Auxiliary hydraulics with convenient flat face quick couplers

4. Electrical:
 - a. The alternator shall be rated at 55 amps, 12 volts.
 - b. Blade type multi-fused circuits
 - c. 2 LED work lights shall be included. 1 mounted on the boom and 1 mounted on the frame/cab.

5. Undercarriage:
 - a. The steel core will have curved ends to protect the rubber shoe edge from damage even when riding on curbs.
 - b. The width of the rubber track shall be at least 16"
 - c. Ground pressure with Standard Arm, Canopy, rubber track and Standard Counterweight shall be no more than 5.12 psi.
 - d. Excavator will have planetary final drive.
 - e. Excavator will have propel motor shield.
 - f. Track ground contact with rubber track shall be no less than 6'6."
 - g. Track tension will be maintained without special tools, using common tools like grease gun and wrench.

6. Upper Structure:
 - a. The upper structure will be capable of a 360-degree rotation.
 - b. The swing boom to the left shall be no less than 80 degrees.
 - c. The swing boom to the right shall be no less than 60 degrees.
 - d. The boom cylinder shall be protected with a guard to reduce the likelihood of cylinder damage.
 - e. The upper structure shall come with a rigid, reinforced D-channel side frame to resist impact, providing maximum cab and component protection.
 - f. The upper structure will have a toolbox for misc. items.
 - g. Wear resistant hoses shall be routed for protection and Cordura wrapped where exposed.
 - h. The swing post will have a single pin to improve the stiffness in the boom and arm.

7. Front Attachments:
 - a. The boom shall be no less than 9'9."
 - b. The arm shall be no less than 6'1."
 - c. The bushings will be oil-impregnated to enhance durability and extend grease intervals to 500 hours for the arm-and-boom joint, and 100 hours for the bucket.
 - d. The backfill blade shall be 6'7."
 - e. The backfill blade shall be the "angle blade" style with 6-way control.
 - f. The backfill blade digging depth shall be no less than 15" drop below ground.
 - g. The backfill blade lift shall be no less than 18" above ground.
 - h. The backfill blade height shall be at least 16"
 - i. The backfill blade will be capable of 25-degree tilt with one button.
 - j. WainRoy Style Quick Coupler shall be provided to make bucket changing easier.
 - k. Buckets with TK series teeth will be available for the machine.

- I. Hydraulic Pin Grabbing Quick Coupler shall be an option to make bucket changing easier.

8. Operator's Station:

- a. The enclosed cab operator structure shall meet ROPS/TOPS/FOPS standards.
- b. The operator station shall tilt forward 50 degrees, simplifying access to the swing motor, hydraulic control valve, engine starter motor and alternator. Cab tilt should be possible with 1 person and no additional lift tools.
- c. Auto climate control with AC, Heater and pressurizer will be standard.
- d. The operator station will be mounted on shock-absorbing rubber mounts to ensure comfortable operation.
- e. When not in use, the foot pedals shall be foldable to provide additional foot room.
- f. 2" Retractable seat belt shall be provided.
- g. The monitor shall have gauges to display the coolant temperature and fuel level.
- h. The monitor will have the following indicators: engine oil pressure; engine coolant temperature; engine preheat; low fuel; alternator voltage.
- i. An hour meter shall be on the monitor in the operator's station.
- j. The monitor shall include two trip meters that can be set independently of each other for service or job-related hour.
- k. Adjustable arm rests will be standard.
- l. A cup holder will be provided.
- m. A storage compartment in the operator's station shall be provided for the operator's manual.
- n. A 12 -volt auxiliary power port shall be standard.
- o. The seat will be adjustable forward and back.
- p. Boom swing will be foot controlled.
- q. A horn will be standard.
- r. A motion alarm with cancel switch will be standard.

9. General Specifications:

- a. The operating weight with 6'1" arm, cab, angle blade and additional counterweight shall be not less than 15,000 lb.
- b. digging depth shall be no less than 13'6."
- c. Digging reach shall be no less than 21'6."
- d. The maximum dumping height shall be no less than 14'6."
- e. Maximum cutting height shall be no less than 20'4."
- f. The maximum transport length shall be 19'4" and the transport width shall be no more than 6'7."
- g. The maximum transport height shall be 8'4."
- h. The bucket breakout force shall be no less than 9,237 lb.
- i. The arm breakout force with long arm shall be no less than 6,989 lb.
- j. The ground clearance under the excavator shall be at least 13"
- k. The undercarriage X-beams and track frames shall be sloped to shed material buildup for easier clean-out.

- l. The tail swing radius w/ 6'1" arm and extra counterweight shall not exceed 4'8."
- m. All service checks shall be easily accessible at ground level without using tools to open covers.
- n. Fuel tank capacity will be no less than 30 gal.
- o. The floor can be tilted for easy, quick servicing without disconnecting hoses or draining fluid.
- p. Excavator will come with an 800 lb. class hydraulic breaker branded by the manufacturer. Breaker will come with (2)moil point and (2) chisel point tools.
- q. A Protective Front Screen for the Cab will be provided for safety and protection of the Operator when using the Hydraulic Breaker
- r. A manual battery disconnect will be installed for additional machine security.

10. Dealer and Warranty Requirements:

- a. Responsible Dealer shall have represented this manufacturer in this market uninterrupted for a minimum of 10-years for stability and reliability.
- b. Responsible Dealer shall have a Parts counter available locally with online Parts ordering as an option and Parts pick-up available during normal business hours.
- c. Responsible Manufacturer shall have a regional Parts counter within 100- miles with no less than 1 million unique SKU's in stock for maximum uptime and productivity.
- d. Responsible Dealer will have no less than 4 Mobile Field Trucks with Certified Field Technicians dispatched from a store within 100-miles of delivery location of 1199 21st Street in Oakland for maximum uptime and productivity.
- e. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired. Printed operators manual to be securely stored on machine.
- f. Machine shall come with a 5-Year 1,500-Hour Comprehensive Warranty
- g. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training.
- h. A 5-Year subscription to remote diagnostic software with all hardware included will be standard. Software must provide fleet management, GPS, on board diagnostic and reporting features and be accessible in the field from a mobile app.
- i. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training.
- j. Dealer will provide EIN label and release the machine from DOORS upon delivery.

SCHEDULE VII

8 TON CLASS EXCAVATOR

GENERAL DESCRIPTION

The current District standard is the Caterpillar 308. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT FOR A PERIOD OF 30 DAYS, BY NO LATER THAN 6/6/2023. CONTACT SCOTT BUSCH, 510-287-1392 TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

EQUIPMENT DESCRIPTION

New model of current production 8-ton class Excavator, Caterpillar 308, or District pre-approved equivalent, to include all standard equipment and all specified below additional equipment. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications.

1. Basic Specification:
 - a. Net horsepower at 2200 rpm shall be at least 70.3hp (52.4kW) according to ISO 9249
 - b. SAE rated gross horsepower at 2200 rpm shall be at least 74.3 hp (55.4 kW) according to ISO 14396
 - c. The machine must be CR (Compact Radius) with a maximum of 12" of overhang over the side of the tracks in the standard configuration.
 - d. Operating weight with the cab option shall be at least 20,678 lb. (9380 kg)
 - e. Lift capacity without bucket fitted, blade down, and std stick shall be no less than 7376 lb. (3345 kg) at 14'8" (4.5 m) over the front and no less than 3627 lb. (1645 kg) at 14'8" (4.5 m) over the side.
 - f. Maximum digging depth with a long stick shall be at least 15'2"(4644 mm)
 - g. Maximum digging height with a long stick shall be at least 23'1" (7038 mm)
 - h. Maximum dump clearance shall be at least 16'6" (5071 mm) with a long stick
 - i. Maximum reach with a long stick shall be at least 25'1" (7637 mm)
 - j. Height to top of cab shall be 8'3" (2540 mm)
 - k. Ground clearance shall be not less than 14" (349 mm).

- l. Transport width shall be 7' 5" (2300 mm) with 18" (450 mm) tracks Maximum vertical wall shall be no less than 11'2" (3405mm) with a long stick.
- m. Manufacturer must offer an optional counterweight on the back of the machine for additional stability in extreme applications.

2. Engine:

- a. Engine shall be US EPA Tier 4 Final compliant.
- b. Machine shall be a Turbo Charged, Water-cooled, 4 stroke, 4-cylinder diesel engine.
- c. Engine bore shall be 3.7" (94 mm) and stroke shall be 4.7" (120 mm)
- d. Engine displacement shall not be less than 203.2 cubic inches (3.33L).
- e. Engine shall have automatic engine idle that automatically lowers engine revolutions when machine is not in use to save fuel.
- f. Machine shall maintain full engine power up to 8,200' (2,500 m) above sea level.
- g. The cooling system fan shall incorporate a guard.
- h. Water separator in fuel line shall be factory installed standard equipment.
- i. A factory installed high-ambient temperature cooling package capable of working conditions up to 126° F (52° C) shall be standard.
- j. The air cleaner shall incorporate both primary and safety elements.
- k. Engine shall be equipped with a standard ecology drain.
- l. Machine shall have adjustable automatic engine shutdown.

3. Electrical System:

- a. Electrical system voltage shall be 12 volts.
- b. Machine shall have a 900 CCA maintenance free battery.
- c. Alternator shall not be rated at less than 60 amps.
- d. The machine's electrical system shall incorporate a resettable 'circuit breaker' switch.
- e. All wire harnesses shall be encased in nylon mesh bindings. Machine shall have sealed electrical connectors.
- f. All wiring shall utilize color coded wires.
- g. Machine shall be equipped with battery disconnect standard.

4. Powertrain/Transmission:

- a. Travel speed shall be at least 1.9 mph (3.1 km/h) in low and 3.2 mph (5.1 km/h) in high.
- b. Traction force shall be at least 15,175 lbf (67.5 kN) in low and 6,250 lbf (27.8 kN) in high.
- c. Factory installed, standard auto two speed which provides better fuel efficiency since the machine will automatically go into higher power/torque only when the system senses that it is required while dozing, counter rotating, and uphill travel.

5. Hydraulic System:

- a. Machine shall have one variable displacement piston pump with an output of 44 gal/m (167
- b. L/m) at 2400 rpm

- c. Equipment operating pressure shall be at least 4,134 psi (285 bar). Travel operating pressure shall be at least 4,134 psi (285 bar).
- d. Operating swing pressure shall be at least 3,626 psi (250 bar). Primary circuit shall have an output of at least 35 gal/min (131 LPM) Secondary circuit shall have an output of at least 9 gal/min (33 LPM)
- e. An accumulator shall be provided to allow the boom and stick to be lowered to the ground in the case of a dead engine. Also, to allow depressurization of hydraulic system in ordered to attach work tools.
- f. All fittings shall be of the O Ring Face Seal type for superior sealing against leaks.
- g. The boom cylinder circuit shall come standard with zero leak boom section valve for zero boom drift.
- h. Factory installed combined function (one-way/two-way) auxiliary high pressure hydraulic circuit shall be standard.
- i. Factory installed hydraulics to operate a hydraulic quick coupler shall be available.
- j. The bucket service shall have a relief valve fitted to protect the cylinder against shock loading.
- k. Machine shall come standard with a trim feature that can be adjusted. This allows to correct machine travel if there is abnormal wear of tracks or other components.
- l. The machines travel and throttle functions shall be electro over hydraulic controlled to maintain modulation throughout the machines life.
- m. End damping on both Boom and Stick cylinders shall help avoid spoil loss when loading at height and reduce shock loading in the machines structures.
- n. Machine shall have a load sensing, flow sharing, variable margin displacement piston pump system.
- o. Auxiliary hydraulic valve shall be standard with standard hydraulic quick disconnects on the stick.
- p. Machine shall be equipped with smart tech electronic pump that monitors Hydraulic flows, pressure, temperature, and ambient temperature to keep machine operating at maximum efficiency.

6. Undercarriage:

- a. Track length shall be 9' 4" (2880 mm)
- b. Machine shall have 18" rubber tracks.
- c. Factory installed 18" or 24" (600 mm) triple grouser track with additional holes that allow mounting of rubber street pads shall be available.
- d. An idler guard shall be provided to maintain track alignment while traveling or working on slopes.
- e. Ground pressure with 24" (600 mm) rubber tracks shall be no more than 5 psi (36.3 kPa)
- f. Machine shall come standard with hydraulic track adjusters.
- g. Machine shall come standard with tie down eyes on track frame.

7. Operators Station:

- a. A color LCD monitor system which includes...As standard - Fuel level and coolant temperature gauges, maintenance and machine monitoring, performance and

- machine adjustments, numeric security code, multiple languages, camera ready, hour meter with wake-up switch, and jog dial control with interface.
- b. The cab shall be sealed and pressurized to maximize operator comfort.
 - c. Next Generation Stick Steer comes standard.
 - d. Travel cruise control when in Stick Steer mode shall be standard.
 - e. An integrated rear camera shall be available from the factory.
 - f. Continuous flow must be able to be activated with flow in either direction or at any flow rate.
 - g. Machine must have adjustable auxiliary flow control for better controllability of attachments.
 - h. Pump flow shall decrease (auto idle) when controls are in neutral for reduced fuel consumption and sound.
 - i. Machine must be equipped with a standard power on demand offering over 10% fuel savings.
 - j. A pattern control changer between ISO and SAE shall be standard within LCD Monitor.
 - k. Proportional auxiliary control and proportional boom swing control shall be on the joystick.
 - l. Joystick mounted controls give fine control at the operators fingertips and eliminate foot pedals from the floor which gives greater operator legroom.
 - m. The throttle shall be easily adjustable by means of a dial.
 - n. All controls shall be isolated when the control consoles are raised for entrance or exit of the operator station.
 - o. The machine shall not be able to start when any of the controls are 'live'.
 - p. The upper body swing lock shall be automatically applied upon travel or lowering the arm bar.
 - q. Operator's manual for the machine shall be permanently attached to the machine and stored in a lockable container.
 - r. Machine shall have the windshield wiper mounted in such a way that the wires do not have to be disconnected.
 - s. The rear window shall be able to be removed for escape in case of emergency. Lower front window shall be able to be removed and secured within the cab.
 - t. The cab door will be a hinged door design. The door has a mechanism that will lock the door in the open position.
 - u. The cab shall have a polycarbonate skylight for visibility when loading at height.
 - v. Travel pedals shall be available and removable for ease of operation.
 - w. A four-way adjustable air suspension seat as standard
 - x. Operator sound pressure level shall be 72 dB(A) for cab when measured per ISO 6396 (dynamic)
 - y. Travel alarm shall be standard.
 - z. Heat and Air conditioning shall be standard with variable temperature control settings with sealed and pressurized cab.
 - aa. Machine shall have multi-function capability of boom swing and upper body swing for extra machine versatility in tight areas.
 - bb. Boom swing and upper body swing shall be able to be operated at the same time to maximize machine versatility and productivity.

- cc. Cab air conditioner shall have a primary filter that can be removed for inspection without any tools.
- dd. Factory installed AM/FM stereo radio shall be standard includes use of Bluetooth®, USB, auxiliary, and microphone devices.
- ee. Machine shall have a 3" (76 mm) wide florescent retractable seat belt as standard.
- ff. Customizable operator settings including speed and response of boom, bucket and stick to adjust per operator preference.
- gg. Cab shall have a beverage holder capable of holding a standard 12 oz (340 g) soft drink can.
- hh. A 12-volt, 5-amp power supply with a cigar lighter type outlet shall be available for use of cell phones and two-way radios.
- ii. Machine shall have adjustable armrests that can be adjusted without tools.
- jj. Customizable security system shall come standard.
- kk. Adjustable courtesy lighting shall come standard.
- ll. Machine shall come standard with removable washable floor mat with molded footrests.
- mm. Machine shall come standard with coat hook.
- nn. Machine shall have optional rain visor from factory.

8. Boom and Stick:

- a. The ability to order the machine with standard or long stick option shall be available.
- b. Machine shall come standard with a swing boom.
- c. Machine equipped with a variable angle boom will be available from factory.
- d. Digging force with a standard stick shall be at least 9,509 lb. (42.3 kN)
- e. Digging force with a long stick shall be at least 8,032 lb. (35.7 kN)
- f. Bucket digging force shall be at least 13,946 lb. (62.0 kN)
- g. Bucket rotation angle shall be 180 degrees.
- h. This stick will be fitted with a dedicated 8818 lb. (4000 kg), rated lifting eye for safe craning.
- i. A dual lock coupler shall be standard on mechanical or hydraulic quick couplers for added safety.
- j. Machine shall come thumb ready from factory.
- k. Machine shall have one piece boom 133.9" (3400 mm)

9. Blade:

- a. Blade width shall be a minimum of 91" (2300 mm) for std track machines, and 97" (2450 mm) for wide track machines.
- b. Blade on standard track machines shall have blade extensions available from the factory.
- c. Blade height shall be at least 17" (431 mm)
- d. Blade dig depth shall be at least 16" (408mm)
- e. Blade lift height shall be at least 15" (369 mm)
- f. Dozer float shall be standard to give easy and fast site clear up and leveling.
- g. Blade shall come standard with bolt-on reversible wear edge.

10. Swing system:

- a. Swing speed shall be 10 rpm.
- b. Left swing without stop shall be at least 80 degrees.
- c. Left swing with stop shall be at least 60 degrees.
- d. Right swing shall be at least 50 degrees.
- e. Machine shall have a spring applied, hydraulic release automatic swing break.

11. Work tool options:

- a. A quick coupler system shall be available (mechanical and hydraulic), which will pick up the direct mounted work tools.
- b. The hydraulic quick coupler option shall have the lines available to be installed from the factory.
- c. Coupler must offer the option to turn the bucket around in front shovel positioning providing the advantage of digging under obstacles.
- d. Buckets with TK series teeth will be available for the machine.

12. Serviceability:

- a. All daily maintenance areas shall be situated where they can be easily reached from ground level.
- b. Fuse box shall be open able without tools.
- c. Track rollers and carrier rollers shall be lifetime lubricated for increased service life.
- d. Grease lubricated track shall be provided as standard equipment for increased service life.
- e. Track shall have a split-pin type master pin that makes track attachment and removal easier.
- f. Scheduled oil sampling port for the main hydraulic system shall be provided for hydraulic oil to simplify sampling.
- g. An engine coolant sampling port shall be provided to allow engine coolant to be tested for antifreeze and additive strengths.
- h. Radial seal air filter with double layered filter core shall be provided for better filtration.
- i. One maintenance-free battery shall be provided.
- j. Hydraulic system pressure taps shall be included for quick, easy, efficient, system diagnostics.
- k. The engine fan guard shall fully enclose (360°) the engine fan.
- l. An electronic priming fuel pump shall be standard.
- m. Fuel tank capacity shall not be less than 39 gal (147 L)
- n. Cooling system shall not hold less than 2.6 gal (10 L)
- o. Engine oil shall not hold less than 3.0 gal (11.2 L)
- p. Each final drive shall have a capacity of 0.26 gal (1L)
- q. Hydraulic tank shall not hold less than 14 gal (53 L) of hydraulic oil.
- r. Hydraulic system shall not hold less than 27 gal (104 L).
- s. Factory-fill extended life coolant with a minimum life of 6,000 hours or three years, rated to -35°F (-37° C), shall be standard.

- t. Engine oil and filter shall have a recommended change interval of 500 hours.
- u. Hydraulic system oil shall have a recommended change interval of 6000 hours.

13. Additional features:

- a. Factory installed extra counterweight optional.
- b. Counterweight shall have threaded lifting eyes. A factory installed swivel guard shall be available.
- c. An integrated rear camera shall be available from the factory.
- d. Push to Start shall be an option with Bluetooth® key or operator code options available.
- e. An advanced touch screen monitor shall be available.
- f. Boom and stick hose burst check valves shall be available from factory.
- g. Water jacket heater shall be available from factory.
- h. Refueling pump shall be available from factory.
- i. 2nd auxiliary hydraulic lines with case drain shall be available from factory.
- j. Air suspension heated seat shall be available from factory.
- k. A rotating beacon shall be available from factory.
- l. Cab guarding shall be available from factory.

14. Dealer and Warranty Requirements:

- a. Responsible Dealer shall have represented this manufacturer in this market uninterrupted for a minimum of 10-years for stability and reliability.
- b. Responsible Dealer shall have a Parts counter available locally with online Parts ordering as an option and Parts pick-up available during normal business hours.
- c. Responsible Manufacturer shall have a regional Parts counter within 100- miles with no less than 1 million unique SKU's in stock for maximum uptime and productivity.
- d. Responsible Dealer will have no less than 4 Mobile Field Trucks with Certified Field Technicians dispatched from a store within 100-miles of delivery location of 1199 21st Street in Oakland for maximum uptime and productivity.
- e. Machine shall come standard with an onboard remote monitoring and management system (Product Link) that supplies data including but not limited to hours of use, idle time, fuel consumption, load factors, GPS coordinates of location, and allow remote diagnostics and maintenance reviews to be performed.
- f. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired. Printed operators manual to be securely stored on machine.
- g. Machine shall come with a 5-Year 1,500-Hour Comprehensive Warranty
- h. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training.
- i. Dealer will provide EIN label and release the machine from DOORS upon delivery.

SCHEDULE VIII

13 TON CLASS EXCAVATOR

GENERAL DESCRIPTION

The current District standard is the John Deere 135P. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT FOR A PERIOD OF 30 DAYS, BY NO LATER THAN 6/6/2023. CONTACT SCOTT BUSCH, 510-287-1392 TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

EQUIPMENT DESCRIPTION

New model of current production 13-ton class Excavator, John Deere 135P or District pre-approved equivalent, to include all standard equipment and all specified below additional equipment. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications.

1. Engine:

- a. Engine must be certified to EPA Final Tier 4 emissions.
- b. The excavator engine power will be rated at no less than SAE Net 101 hp.
- c. Engine shall have 4 cylinders and a displacement of no less than 182 cu in (3.0 L)
- d. Service interval for the engine oil, oil and fuel filters shall be at 500 hours to reduce operating and maintenance costs.
- e. The fuel and hydraulic filters shall be vertically and mounted to help prevent spills and remotely mounted for ease of access.
- f. The operator will be able to choose an engine rpm for operating conditions, using an electronic rotary dial system or equivalent.
- g. The fuel filter will have a water separator.
- h. The engine shall be equipped with glow plug start aids.
- i. The machine will have an altitude compensating turbocharger and charge air cooler.
- j. Engine shall have auto-shutdown capabilities with adjustable time limits to reduce fuel consumption and emissions.
- k. Engine shall have auto-idle mode to reduce engine speed when hydraulics are not in use to reduce fuel consumption and noise.

- l. A coolant recovery tank will be standard with visible coolant level.
- m. The radiator and oil cooler will be protected with a trash screen to protect against debris entering coolers.
- n. Unit shall have a fan-guard to help prevent contact with engine fan blades.

2. Powertrain:

- a. Two speed propel will be standard with auto-shifting when travel motors encounter heavier load.
- b. In low travel speed the machine shall reach 2.1 mph. In high speed, the machine shall reach 3.4 mph to improve job site maneuverability.
- c. The swing brake shall be wet disk, spring applied, hydraulically released and maintenance free.
- d. The propel brake shall be automatic, spring applied, hydraulically released and maintenance free.

3. Hydraulic System:

- a. The hydraulic system will be open center load sensing.
- b. The main pumps shall be two variable-displacement axial-piston pumps with maximum flow of 2 x 28 gpm.
- c. The pilot pump shall be rated for 8.7 gpm at 570 psi.
- d. Proportional control for breaker/thumb auxiliaries will come installed with Joystick control.
- e. The controls shall be hydraulic, pilot operated for boom, arm, bucket, swing, boom-swing, blade, travel, and auxiliary functions.
- f. The pilot controls shall be "short throw levers" to minimize Operator fatigue with fingertip controls.
- g. The hydraulic tank shall be a cylindrical shape for better oil mix and less weld seams.
- h. The hydraulic oil tank will have an oil level sight gauge for fast and easy monitoring.
- i. For hose/tube connections on the boom, a covering shall cover the joint to minimize leak spray.
- j. Excavator will have breaker / thumb auxiliary hydraulic lines with couplers to the end of the stick.
- k. Boom and arm shall have reduced drift valves for greater stability and positioning.

4. Undercarriage:

- a. The undercarriage shall have one carrier roller and seven track rollers per side.
- b. Track and carrier rollers shall be lubricated for life.
- c. Drawbar pull shall be at least 24,729 lb.
- d. The track shall be grease lubricated to extend service life.
- e. Ground pressure w/ 24" Triple Semi-Grouser Shoes shall be no more than 4.64 psi
- f. Excavator will have planetary final drive.

- g. Excavator will have 2-speed autoshift axial piston propel motors.
- h. Excavator will have propel motor shield.

5. Upper Structure:

- a. The upper structure will be capable of a 360-degree rotation.
- b. Right hand, left hand, and counterweight mounted mirrors shall be standard.
- c. Window bars shall be provided to prevent contact with a moving boom.
- d. Vandal locks with ignition key shall be provided for cab door, engine hood, fuel cap and service doors.
- e. The upper structure shall come with a rigid, reinforced D-channel side frame to resist impact, providing maximum cab and component protection.
- f. The upper structure will have a toolbox for misc. items.
- g. Wear resistant hoses shall be routed for protection and Cordura wrapped where exposed.
- h. Swing speed shall be no less than 13.3 rpm.
- i. Swing torque shall be no less than 25,000 pounds.
- j. The boom shall have a minimum of (3) bulkheads for durability and strength.
- k. All the joints behind the bucket will be protected from friction with reinforced resin thrust plates or equivalent material.
- l. The end of the arm shall be coated to extend the life of the wear surface with tungsten carbide or equivalent material.

6. Front Attachments:

- a. The arm shall be no less than 9'11."
- b. The bushings will be oil-impregnated to enhance durability and extend grease intervals to 500 hours for the arm-and-boom joint, and 100 hours for the bucket.
- c. The Excavator shall not come with a backfill blade.
- d. Hydraulic Pin Grabbing Quick Coupler will be included for convenience, productivity, and safety.
- e. Buckets with TK series teeth will be available for the machine.

7. Operator's Station:

- a. The enclosed cab operator structure shall meet ROPS/TOPS/FOPS standards.
- b. Seat shall be deluxe, adjustable, with suspension, headrest, and adjustable lumbar support and 4" adjustable armrests.
- c. The control positions and the seat can be adjusted independently of each other for greater operator comfort.
- d. The operator station will be mounted on silicon fluid filled elastic shock- absorbing mounts to ensure comfortable operation.
- e. Auto climate control w/ AC, Heater and pressurizer will be provided
- f. The A/C filters shall be easy to replace with no special tools required and shall have extended replacement intervals.
- g. The machine will have at minimum the following modes: One work mode, Two power modes and numerous attachment modes
- h. 3" Retractable seat belt shall be provided.

- i. The monitor shall have gauges to display the coolant temperature and fuel level.
- j. The monitor will have the following indicators: engine oil pressure; engine coolant temperature; engine preheat; low fuel; alternator voltage.
- k. An hour meter shall be on the monitor in the operator's station.
- l. The monitor shall be capable of storing maintenance/service interval information on items like engine oil, engine oil filter, hydraulic oil, hydraulic oil filter and air cleaner filter.
- m. The monitor shall be capable of showing machine diagnostic information including error messages, fault codes and system operating information. Examples of operating information include, engine rpm, pump pressures, hydraulic oil temperatures and pilot pressures.
- n. The monitor shall include two trip meters that can be set independently of each other for service or job-related hours.
- o. The monitor shall be capable of displaying information in a minimum of 10 different languages.
- p. The operator station shall have a rotary dial to control the engine RPM and will have an auto-idle/auto-accelerate switch. The auto-idle circuit automatically reduces engine speed after 4 seconds when control levers are placed in neutral position. Engine speed increases to engine rpm dial setting when any control lever is operated.
- q. Adjustable arm rests will be standard.
- r. Cab shall have a large beverage holder, and a hot/cold beverage box, installed at factory.
- s. A storage compartment in the operator's station shall be provided for the operator's manual.
- t. A 12 -volt auxiliary power port shall be standard.
- u. The seat will be adjustable forward and back.
- v. Boom swing will be foot controlled.
- w. Rear View Camera will be standard.
- x. AM/FM Radio will be standard.
- y. Engine air cleaner restriction light shall be standard on the monitor.
- z. The windshield wiper shall have intermittent speeds and built in washer with fluid.
- aa. The right window of the cab must be glass.
- bb. The cab shall have an openable roof hatch to provide additional emergency escape path and clear visibility to overhead obstacles with a sunshade for operator comfort.
- cc. The operator will be provided with a conveniently located tool to break the window in case of an emergency.
- dd. The cab fresh air filter must be accessible from the ground and outside of the cab and not require any tools for removal - other than the key to open the door.
- ee. A pilot control shut-off lever will shut off hydraulic pilot pressure to all pilot control valves and will lock machine travel.
- ff. An interior light shall be standard.
- gg. A horn will be standard.
- hh. Propel pedals and levers shall be standard.

8. General Specifications:

- a. The operating weight with 9'11" arm, cab, and standard counterweight shall not be less than 30,644 lb.
- b. The digging depth shall be no less than 20'0."
- c. The maximum dumping height shall be no less than 23'4."
- d. Maximum cutting height shall be no less than 31'8."
- e. The maximum transport length shall be 24'3" and the transport width shall be no more than 8'6."
- f. The maximum transport height shall be 9'2."
- g. The bucket breakout force (ISO) shall be no less than 23,380 lb.
- h. The arm breakout force with 9'11" arm shall be no less than 13,710 lb.
- i. The ground clearance under the excavator shall be at least 16"
- j. The undercarriage X-beams and track frames shall be sloped to shed material buildup for easier clean-out.
- k. The tail swing radius w/ 9'11" arm and extra counterweight shall not exceed 4'11."
- l. All service checks shall be easily accessible at ground level without using tools to open covers.
- m. 5-Year Remote Diagnostic hardware & software will come with the Excavator w/ cellular real time reporting capability as well as GPS and logistics for fuel usage, fleet management and maintenance planning.
- n. A control pattern changer valve will be provided (excavator to backhoe control) behind a lockable panel.
- o. A manual battery disconnect will be installed for additional machine security.

9. Dealer and Warranty Requirements:

- a. Responsible Dealer shall have represented this manufacturer in this market uninterrupted for a minimum of 10-years for stability and reliability.
- b. Responsible Dealer shall have a Parts counter available locally with online Parts ordering as an option and Parts pick-up available during normal business hours.
- c. Responsible Manufacturer shall have a regional Parts counter within 100- miles with no less than 1 million unique SKU's in stock for maximum uptime and productivity.
- d. Responsible Dealer will have no less than 4 Mobile Field Trucks with Certified Field Technicians dispatched from a store within 100-miles of delivery location of 1199 21st Street in Oakland for maximum uptime and productivity.
- e. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired. Printed operators manual to be securely stored on machine.
- f. Machine shall come with a 5-Year 1,500-Hour Comprehensive Warranty
- g. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training.
- h. Dealer will provide EIN label and release the machine from DOORS upon delivery

SCHEDULE IX

MID-SIZE WHEEL LOADER 25,000 LB. OPERATING WEIGHT

GENERAL DESCRIPTION

The current District standard is the John Deere 444P. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT FOR A PERIOD OF 30 DAYS, BY NO LATER THAN 6/6/2023. CONTACT SCOTT BUSCH, 510-287-1392 TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

EQUIPMENT DESCRIPTION

New and of the latest design 4-wheel drive articulated front end loader, John Deere 444P loader less bucket, a 2.5 cubic yard pin on bucket, Hi-Vis coupler, hook on bucket, and construction forks or District pre-approved equivalent to include all standard equipment and all specified additional equipment. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications and be priced individually.

1. Engine:

- a. Engine shall be certified to EPA Final Tier 4 emissions.
- b. Four Cylinder, turbocharged, charge air cooled diesel engine and shall be designed and built by the manufacturer.
- c. Engine net peak power shall be no less than 124 hp @2100 rpm.
- d. Engine displacement shall be no less than 4.5 liters (276 cu. in.)
- e. Engine shall have a wet-sleeve cylinder liner design for improved cylinder cooling over dry sleeve and cast-in-bore design for improved cylinder and piston ring durability.
- f. Engine shall develop at least a 34% torque rise and should have at least 392 lb. ft net peak torque @ 1,400 rpm.
- g. Fuel system shall be high-pressure, common rail.
- h. Daily check points shall be accessible from one side of the engine and shall be done from ground level.
- i. Under-hood engine air cleaner shall be dry type, dual element with a restriction sensor and in-cab restriction warning light.
- j. The loader will have pre-screened under hood air intake to minimize plugging.
- k. Access to engine will be open from both sides with side opening, full access service doors.
- l. Engine shall have no less than 10-micron rated primary fuel filter with water separator.

- m. Loader shall be equipped with a heavy-duty steel fuel tank guard.
- n. Service interval for the engine oil, oil and fuel filters shall be at 500 hours to reduce operating and maintenance costs.
- o. Engine shall have auto-shutdown capabilities with adjustable time limits to reduce fuel consumption and emissions.
- p. Engine shall have auto-idle mode to reduce engine speed when hydraulics are not in use to reduce fuel consumption and noise.
- q. Unit shall have a proportionally controlled, hydraulically driven, 90 degree- swing-out fan, standard equipment.
- r. Unit shall have a factory installed hydraulically reversing, 90 degrees swing out fan and no stacked coolers for maximum uptime and life of cooling package. 20- and 40-minute intervals should be programmable thru the monitor
- s. The unit will have two-side access to all coolers.
- t. Machine will have centrifugal engine air intake pre-cleaner for heavy airborne debris or dust.
- u. Air intake shall be pre-screened (3 mm perforations) for each cooling component.
- v. Cooling system shall be isolated from the engine compartment.
- w. Unit shall have a coolant recovery tank provided.
- x. Fluid levels should be easily checked by sight gauges or overflow tank.
- y. Unit shall have a fan-guard to help prevent contact with engine fan blades.

2. Powertrain:

- a. Unit shall have a Countershaft-Type Power Shift transmission - 4 forward, 3 reverse gears.
- b. The transmission shall be electronically controlled, adaptive, with load and speed dependent shift modulation.
- c. Shift modes shall be manual, auto to 1st or 2nd, kick down or kick up/down.
- d. Service interval for the transmission oil filter shall be 2000 hours.
- e. The transmission clutch calibration shall be performed from the cab monitor.
- f. Unit shall have steering column mounted F-N-R and gear-select lever, kick- down button on hydraulic lever. Will also have quick shift feature that allows pushbutton gear changes, one gear at a time.
- g. Sight gauge showing transmission fluid shall be at ground-level.
- h. Transmission filter restriction shall be displayed in the cab.
- i. Machine will have Ride control, automatic with monitor adjustable speed settings.
- j. The transmission shall be able to reach 22.4 mph in 4th gear and 14.4 in third gear with 17.5R25 tires.

3. Axles / brakes:

- a. The final drives shall be heavy-duty mid-board mounted planetary.
- b. The loader shall have two brake pedals with an activation switch to allow left brake pedal to switch between a brake neutralizer or brake only function.
- c. The service brake shall be hydraulically actuated, outboard, final drive carrier mounted, forced oil cooled, self-adjusting retractors, and multi-disk.

- d. The parking brake shall be automatic spring applied, hydraulically released, driveline mounted, oil cooled, multi-disk and sealed from water, mud, and dust contamination.
- e. Rear axle shall not have less than 24-degree total oscillation, stop to stop, when equipped with 17.5R25 tires.
- f. The dipstick port and housing fill shall be at the top of the axle.
- g. The front axle shall be hydraulically actuated, disc clutch style, locking differential for maximum traction when required but with less tire wear than limited slip or no-spin differentials.
- h. The loader shall have a standard hydraulic locking front with conventional rear and optional dual locking front and rear.

4. Hydraulic System:

- a. Hydraulic filter shall be in the hydraulic tank with service interval of 4000 hours.
- b. The hydraulic fluid shall have a rated life of 4000 hours.
- c. The hydraulic system shall be pressure-compensating load-sensing for reduced fuel consumption and better fluid heating compared to open center hydraulic systems.
- d. Hydraulic tank capacity should be no less than 21.7 gallons for extended hydraulic fluid intervals and cooler system temperature.
- e. Unit will be provided with an automatic return to dig level attachment.
- f. In Operator station adjustable automatic boom height kick out control
- g. Unit will be provided with an adjustable automatic boom return-to-carry control located in the operator's station.
- h. Unit shall be equipped with single lever joystick.
- i. A sight gauge will be provided for checking hydraulic reservoir fluid.
- j. Hydraulic pump shall be variable-displacement, axial-piston pump: closed- center, pressure-compensating system.
- k. Loader steering articulation angle shall be no less than 80 degrees, 40 degrees in each direction.

5. Electrical:

- a. The electrical system shall be 24 volts with 130-amp alternator.
- b. Two batteries shall be included, 12 volt, 950 CCA, with a rated reserve of no less than 25 amps for 190-min at 80F.
- c. The unit shall have a solid-state electrical power distribution system using circuit board technology and solid-state switches.
- d. The unit shall have a keyless starting system with configurable security settings.
- e. Unit's electrical system will be protected by a 150-amp circuit breaker.
- f. The unit shall be provided with a lockable master electrical disconnect switch.
- g. Canopy will come with a rotating beacon/strobe light.
- h. The in-canopy switch module shall be sealed to keep out dirt, dust, and airborne debris.

- i. Unit shall be equipped with (4) front; (2) rear driving LED lights with guards, turn signals and flashers, stop and taillights. The taillights shall be LED type mounted high up in the rear grille for protection from damage and better sight visibility and shall have a normal service life equal to the machine.
- j. Unit shall be equipped with analog display for: engine coolant temperature, transmission oil temperature, hydraulic oil temperature, and engine oil pressure.
- k. Unit shall have digital readout for: engine rpm, odometer, transmission gear/direction indicator, speedometer, hour meter, fuel level and DEF level.
- l. Unit shall have operator warning lights for: check engine, engine oil pressure, engine air restriction, battery voltage, transmission filter restriction, brake pressure, hydraulic oil filter, transmission fault, hydraulic oil temperature.

6. Operator's Station:

- a. Unit shall be equipped with a cab with ROPS/FOPS Level 1 protection including A/C and heater.
- b. 3" retractable seat belt shall be provided.
- c. Steering wheel shall be tiltable.
- d. 3-point contact at all times at the front and rear of the loader and around the roofline
- e. A seat backrest extension will be standard.
- f. Operator Station shall have a cup holder, storage compartment for operator's manual, and rubber floor mat.
- g. The monitor will have the following indicators: engine oil pressure; engine coolant temperature; engine preheat; low fuel; alternator voltage.
- h. An hour meter shall be on the monitor in the operator's station.
- i. The monitor shall be capable of storing maintenance/service interval information on items like engine oil, engine oil filter, hydraulic oil, hydraulic oil filter and air cleaner filter.
- j. The monitor shall be capable of displaying information in a minimum of 10 different languages.
- k. Engine air cleaner restriction light shall be standard on the monitor.
- l. Unit will come equipped with environmental drains and oil sampling for the engine oil, transmission oil, hydraulic oil, and engine coolant.
- m. A horn will be standard.

7. General Specifications:

- a. Dump clearance at 45 degrees at full height shall be no less than 8'5" with 2.5 cu.yd. General-Purpose with Bolt-on Edge bucket
- b. The maximum transport length shall be 22'9."
- c. The maximum transport height shall be 10'6" prior to addition of beacon.
- d. Bucket breakout force shall be no less than 19,491 lb. with manufacturer's standard linkage with Pin-on GP Bucket with Bolt-on Edge, 2.5 cu yd.
- e. The ground clearance under the Loader shall be no less than 12"
- f. All service checks shall be easily accessible at ground level without using tools to open covers.

- g. 5-Year Remote Diagnostic hardware & software will come with the Excavator w/ cellular real time reporting capability as well as GPS and logistics for fuel usage, fleet management and maintenance planning.
- h. Unit shall be equipped with 17.5 R 25, 1 Star L-3 tires with multi-piece rims.
- i. Machine Full turn 40-degree tipping load with standard Z-bar linkage with Pin-on GP Bucket with Bolt-on Edge, 2.5 cu.yd. no tire deflection shall be at least 17,047 lb.
- j. Front tires shall be covered with fenders.
- k. Easily accessible remote start battery terminals
- l. The counterweight shall be built in.
- m. Unit will be provided with a hitch with locking pin.
- n. Unit shall have an articulation locking bar.
- o. Unit shall have vandal protection with lockable engine enclosures, right counterweight storage, filler access for radiator/fuel/DEF/hydraulic/transmission.
- p. The unit shall be provided with a loader boom service locking bar.
- q. Loader shall have reinforced articulation joints with double tapered roller bearings.
- r. Fuel tank capacity shall be no less than 60 gallons.
- s. operating weight with standard equipment, Pin-On GP Bucket with Bolt-On Edge, (2.5 cu yd), 17.5 R25 tires, ROPS cab, 175 lb. operator and full fuel tank shall be no less than 25,814 lb.
- t. Loader with pin on bucket shall have height to hinge pin no less than 11'8."
- u. Reach at 45-degree dump, 7 ft clearance shall be no less than 4 ft 3 in with 2.5 cu yd General-Purpose with Bolt-on Edge bucket.
- v. Coupler/Bucket specifications may vary and will be determined at time of order.

8. Frames and Structures:

- a. Machine front frame shall be of a 4-plate design of four vertical plates extending from boom pivot pins reaching to the front axle to distribute boom loads on the axle. The design is superior to the two-plate frames.
- b. Loader bucket bell crank linkage shall be fabricated of high strength steel for increased durability and strength over castings.
- c. Machine shall be equipped with an exterior mounted, ground level storage compartment.

9. Dealer and Warranty Requirements:

- a. Responsible Dealer shall have represented this manufacturer in this market uninterrupted for a minimum of 10-years for stability and reliability.
- b. Responsible Dealer shall have a Parts counter available locally with online Parts ordering as an option and Parts pick-up available during normal business hours.
- c. Responsible Manufacturer shall have a regional Parts counter within 100- miles with no less than 1 million unique SKU's in stock for maximum uptime and productivity.
- d. Responsible Dealer will have no less than 4 Mobile Field Trucks with Certified Field Technicians dispatched from a store within 100-miles of delivery location of 1199 21st Street in Oakland for maximum uptime and productivity.
- e. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each

manual in PDF form if desired. Printed operators manual to be securely stored on machine.

- f. Machine shall come with a 5-Year 1,500-Hour Comprehensive Warranty
- g. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training.

SCHEDULE X

MID-SIZE WHEEL LOADER 30,000 LB. OPERATING WEIGHT

GENERAL DESCRIPTION

The current District standard is the John Deere 544P. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT FOR A PERIOD OF 30 DAYS, BY NO LATER THAN 6/6/2023. CONTACT SCOTT BUSCH, 510-287-1392 TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

EQUIPMENT DESCRIPTION

New and of the latest design 4-wheel drive articulated front end loader, John Deere 544P loader less bucket, a 3 cubic yard side dump bucket and a Midwestern Side Boom, or District pre-approved equivalent, to include all standard equipment and all specified additional equipment. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications and be priced individually.

1. Engine:

- a. Engine shall be certified to EPA Final Tier 4 emissions.
- b. Six Cylinder, turbocharged, charge air cooled diesel engine and shall be designed and built by the manufacturer.
- c. Engine net peak power shall be no less than 166 hp @1700 rpm.
- d. Engine displacement shall be no less than 6.8 liters (414 cu. in.)
- e. Engine shall have a wet-sleeve cylinder liner design for improved cylinder cooling over dry sleeve and cast-in-bore design for improved cylinder and piston ring durability.
- f. Engine shall develop at least a 47% torque rise and should have at least 546 lb. ft net peak torque @ 1,100 rpm.
- g. Fuel system shall be high-pressure, common rail.
- h. Daily check points shall be accessible from one side of the engine and shall be done from ground level.
- i. Under-hood engine air cleaner shall be dry type, dual element with a restriction sensor and in-cab restriction warning light.

- j. The loader will have pre-screened under hood air intake to minimize plugging.
- k. Access to engine will be open from both sides with side opening, full access service doors.
- l. Engine shall have no less than 30-micron rated primary fuel filter with water separator.
- m. Loader shall be equipped with a heavy-duty steel fuel tank guard.
- n. Service interval for the engine oil, oil and fuel filters shall be at 500 hours to reduce operating and maintenance costs.
- o. Engine shall have auto-shutdown capabilities with adjustable time limits to reduce fuel consumption and emissions.
- p. Engine shall have auto-idle mode to reduce engine speed when hydraulics are not in use to reduce fuel consumption and noise.
- q. Unit shall have a proportionally controlled, hydraulically driven, 90 degree- swing-out fan, standard equipment.
- r. Unit shall have a factory installed hydraulically reversing, 90 degrees swing out fan and no stacked coolers for maximum uptime and life of cooling package. 20- and 40-minute intervals should be programmable thru the monitor
- s. The unit will have two-side access to all coolers.
- t. Machine will have centrifugal engine air intake pre-cleaner for heavy airborne debris or dust.
- u. Air intake shall be pre-screened (3 mm perforations) for each cooling component.
- v. Cooling system shall be isolated from the engine compartment.
- w. Unit shall have a coolant recovery tank provided.
- x. Fluid levels should be easily checked by sight gauges or overflow tank.
- y. Unit shall have a fan-guard to help prevent contact with engine fan blades.

2. Powertrain:

- a. Unit shall have a power shift transmission with Lockup torque-converter, 5 forward, 3 reverse gears to provide improved fuel economy in load-and- carry or roading applications.
- b. The transmission shall be electronically controlled, adaptive, with load and speed dependent shift modulation.
- c. Shift modes shall be manual, auto to 1st or 2nd, kick down or kick up/down.
- d. Service interval for the transmission oil filter shall be 2000 hours.
- e. The transmission clutch calibration shall be performed from the cab monitor and shall have three clutch cutoff settings adjustable on the switch pad.
- f. Unit shall have steering column mounted F-N-R and gear-select lever, kick- down button on hydraulic lever. Will also have quick shift feature that allows pushbutton gear changes, one gear at a time.
- g. Sight gauge showing transmission fluid shall be at ground-level.
- h. Transmission filter restriction shall be displayed in the cab.
- i. Machine will have Ride control, automatic with monitor adjustable speed settings.
- j. The transmission shall be able to reach 24.8 mph in 5th gear and 11.5 in third gear with 20.5R25 tires.

3. Axles / Brakes:

- a. The final drives shall be heavy-duty inboard mounted planetary.
- b. The loader shall have two brake pedals with an activation switch to allow left brake pedal to switch between a brake neutralizer or brake only function.
- c. The service brake shall be hydraulically actuated, inboard, sun shaft mounted, pressure oil cooled, self-adjusting, single disc and sealed from water, mud, and dust contamination.
- d. The parking brake shall be automatic spring applied, hydraulically released, driveline mounted, oil cooled, multi-disk and sealed from water, mud, and dust contamination.
- e. Rear axle shall not have less than 24-degree total oscillation, stop to stop, when equipped with 20.5R25 tires.
- f. The dipstick port and housing fill shall be at the top of the axle.
- g. The front axle shall be hydraulically actuated, disc clutch style, locking differential for maximum traction when required but with less tire wear than limited slip or no-spin differentials.
- h. Unit shall have front hydraulically locking differential and rear conventional differential axles.

4. Hydraulic System:

- a. Hydraulic filter shall be in the hydraulic tank with service interval of 4000 hours.
- b. The hydraulic fluid shall have a rated life of 4000 hours.
- c. The hydraulic system shall be pressure-compensating load-sensing for reduced fuel consumption and better fluid heating compared to open center hydraulic systems.
- d. Hydraulic tank capacity should be no less than 21.7 gallons for extended hydraulic fluid intervals and cooler system temperature.
- e. Unit will be provided with an automatic return to dig level attachment.
- f. Adjustable automatic boom height kick-out control to be located in operator station.
- g. Unit will be provided with in-Operator station adjustable automatic boom return-to-carry control.
- h. Unit shall be equipped with single lever joystick.
- i. A sight gauge will be provided for checking hydraulic reservoir fluid.
- j. Hydraulic pump shall be variable-displacement, axial-piston pump: closed-center, pressure-compensating system.
- k. Loader steering articulation angle shall be no less than 80 degrees, 40 degrees in each direction.

5. Electrical:

- a. The electrical system shall be 24 volts with 130-amp alternator.
- b. Two batteries shall be included, 12 volt, 950 CCA, with a rated reserve of no less than 25 amps for 190-min at 80F.
- c. The unit shall have a solid-state electrical power distribution system using circuit board technology and solid-state switches.
- d. The unit shall have a keyless starting system with configurable security settings.
- e. Unit's electrical system will be protected by a 150-amp circuit breaker.

- f. The unit shall be provided with a lockable master electrical disconnect switch.
- g. Canopy will come with a rotating beacon/strobe light.
- h. The in-canopy switch module shall be sealed to keep out dirt, dust, and airborne debris.
- i. Unit shall be equipped with (4) front; (2) rear driving LED lights with guards, turn signals and flashers, stop and taillights. The taillights shall be LED type mounted high up in the rear grille for protection from damage and better sight visibility and shall have a normal service life equal to the machine.
- j. Unit shall be equipped with analog display for: engine coolant temperature, transmission oil temperature, hydraulic oil temperature, and engine oil pressure.
- k. Unit shall have digital readout for: engine rpm, odometer, transmission gear/direction indicator, speedometer, hour meter, fuel level and DEF level.
- l. Unit shall have operator warning lights for: check engine, engine oil pressure, engine air restriction, battery voltage, transmission filter restriction, brake pressure, hydraulic oil filter, transmission fault, hydraulic oil temperature.

6. Operator's Station:

- a. Unit shall be equipped with a cab with ROPS/FOPS Level 1 protection including A/C and heat.
- b. 3" retractable seat belt shall be provided.
- c. Steering wheel shall be tiltable.
- d. 3-point contact at all times at the front and rear of the loader and around the roofline
- e. A seat backrest extension will be standard.
- f. Operator Station shall have a cup holder, storage compartment for operator's manual, and rubber floor mat.
- g. The monitor will have the following indicators: engine oil pressure; engine coolant temperature; engine preheat; low fuel; alternator voltage.
- h. An hour meter shall be on the monitor in the operator's station.
- i. The monitor shall be capable of storing maintenance/service interval information on items like engine oil, engine oil filter, hydraulic oil, hydraulic oil filter and air cleaner filter.
- j. The monitor shall be capable of showing machine diagnostic information including error messages, fault codes and system operating information. Examples of operating information include, engine rpm, pump pressures, hydraulic oil temperatures and pilot pressures.
- k. Engine air cleaner restriction light shall be standard on the monitor.
- l. Unit will come equipped with environmental drains and oil sampling for the engine oil, transmission oil, hydraulic oil, and engine coolant.
- m. A horn will be standard.

7. General Specifications:

- a. Dump clearance at 45 degrees at full height shall be no less than 9' 2" with wide 3 cu yd General-Purpose with Bolt-on Edge bucket.
- b. The maximum transport length shall be 24'7."
- c. The maximum transport height shall be 10'11" prior to addition of beacon.

- d. Bucket breakout force shall be no less than 29,026 lb. with manufacturer's standard z-bar with pin-on wide 3 cu yd pin on bucket and standard configuration.
- e. The ground clearance under the Loader shall be no less than 15'7"
- f. All service checks shall be easily accessible at ground level without using tools to open covers.
- g. 5-Year Remote Diagnostic hardware & software will come with the Excavator w/ cellular real time reporting capability as well as GPS and logistics for fuel usage, fleet management and maintenance planning.
- h. Unit shall be equipped with 20.5 R 25, 1 Star L-3 tires with multi-piece rims.
- i. Machine Full turn 40-degree tipping load with standard Z-bar linkage, wide GP Bucket with Bolt-on Edge, 3 cu yd with no tire deflection shall be at least 19690 lb.
- j. Front tires shall be covered with fenders.
- k. Easily accessible remote start battery terminals
- l. The counterweight shall be built in.
- m. Unit will be provided with a hitch with locking pin.
- n. Unit shall have an articulation locking bar.
- o. Unit shall have vandal protection with lockable engine enclosures, right counterweight storage, filler access for radiator/fuel/DEF/hydraulic/transmission.
- p. The unit shall be provided with a loader boom service locking bar.
- q. Loader shall have reinforced articulation joints with double tapered roller bearings.
- r. Fuel tank capacity shall be no less than 79 gallons.
- s. Operating weight with standard equipment, Z-Bar, pin-on wide GP 3 cu yd bucket, 20.5R25 tires, ROPS cab, 175 lb. operator and full fuel tank shall be no less than 30,520 lb.
- t. Loader with attachment coupler and bucket shall have height to hinge pin no less than 12'6."
- u. Reach at 45-degree dump, 7' clearance shall be no less than 4'11" with wide 3 cu yd General-Purpose with Bolt-on Edge bucket.

8. Frames and Structures:

- a. Machine front frame shall be of a 4-plate design of four vertical plates extending from boom pivot pins reaching to the front axle to distribute boom loads on the axle.
- b. Loader bucket bell crank linkage shall be fabricated of high strength steel for increased durability and strength over castings.
- c. Machine shall be equipped with an exterior mounted, ground level storage compartment.

9. Bucket and Side boom Crane:

- a. 3 cubic yard side dump bucket plumbed using tractor auxiliary hydraulics.
- b. Machine shall be available with a Midwestern Side Boom Crane
- c. Maximum Lift Capacity @ 4' overhang will be 16,000 lb.
- d. Maximum Load Capacity @ 4' overhand will be 10,400 lb.
- e. Maximum Working Load Capacity @ 4' overhang will be 10,400 lb.
- f. Standard Boom will be 8' retracted and 13' extended.
- g. Typical Hook Speed will be 97'/min.

- h. 3-Section, open or closed center with cable control directional control valve
- i. Maximum operating pressure will be 3,000 psi.
- j. Maximum allowable flow will be 45 gpm.
- k. Load Winch will be planetary, single speed with a dual brake system.
- l. Wire rope installed will be 50'
- m. Max cable capacity of load winch will be 102'
- n. Wire rope diameter will be 1/2"
- o. 2,500 lb. removable counterweight segments will be optional.
- p. Total Side boom attachment weight should be 2,000 lb.
- q. Tubular telescopic boom will be engineered for exceptional lift capacity and ease of transport.
- r. Three lever cable control system for all side boom functions. The controls should be easy to operate and require minimal training.
- s. Optional remote hydraulic pilot controls
- t. Optional multi axis pilot controls

10. Dealer and Warranty Requirements:

- a. Responsible Dealer shall have represented this manufacturer in this market uninterrupted for a minimum of 10-years for stability and reliability.
- b. Responsible Dealer shall have a Parts counter available locally with online Parts ordering as an option and Parts pick-up available during normal business hours.
- c. Responsible Manufacturer shall have a regional Parts counter within 100- miles with no less than 1 million unique SKU's in stock for maximum uptime and productivity.
- d. Responsible Dealer will have no less than 4 Mobile Field Trucks with Certified Field Technicians dispatched from a store within 100-miles of delivery location of 1199 21st Street in Oakland for maximum uptime and productivity.
- e. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired. Printed operators manual to be securely stored on machine.
- f. Machine shall come with a 5-Year 1,500-Hour Comprehensive Warranty
- g. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training.
- h. Dealer will provide EIN label and release the machine from DOORS upon delivery.

SCHEDULE XI

48 HORSEPOWER CONCRETE SAW 30" BLADE

GENERAL DESCRIPTION

The current District specification for 48 horsepower concrete saws is the Husqvarna FS 4600G. If pre- approved by the District, commercial equivalents will be considered.

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EQUIPMENT DESCRIPTION

New model of current production Husqvarna FS 4600G (970 47 18-05) or District pre-approved equivalent, to include all standard equipment and all specified below additional equipment. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications.

1. Kubota 48 hp gas engine.
2. Electronic fuel injection
3. Option to order rear pivot.
4. Three (3) speed transmission
5. Fuel capacity minimum of 4.8 gallons
6. Minimum machine weight of 1,301 lb.
7. Maximum height of 50"
8. Maximum width of 34"
9. Maximum length of 49"
10. 20" to 30" blade capacity
11. 12.5" maximum cut depth
12. Hydraulic raise and lower depth control
13. Adjustable depth stop.
14. Drive speed of 0-2.24 mph
15. Spindle to be 1" minimum diameter with tapered roller bearings.
16. Blade flange to be 5" diameter.

17. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired. Printed operators manual to be securely stored on machine.
18. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training.
19. 12-month, unlimited hours factory warranty

SCHEDULE XII

50 HORSEPOWER CONCRETE SAW 36" BLADE

GENERAL DESCRIPTION

The current District specification for 50 horsepower concrete saws is the Merit M400-50G. If pre- approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT FOR A PERIOD OF 30 DAYS, BY NO LATER THAN 6/6/2023. CONTACT SCOTT BUSCH, 510-287-1392 TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH *HAVE NOT BEEN EVALUATED, OR WHICH* HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

EQUIPMENT DESCRIPTION

New model of current production Merit M400-50G-R4-1110 or District pre-approved equivalent, to include all standard equipment and all specified below additional equipment. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications.

1. Kubota 50hp gas engine.
2. Electronic fuel injection
3. Option to order rear pivot.
4. Four (4) speed transmission
5. Fuel capacity minimum of 6.5 gallons
6. Minimum machine weight of 1,200 lb.
7. Maximum height of 47"
8. Maximum width of 32"
9. Maximum length of 47"
10. 14" to 36" blade capacity
11. 16" maximum cut depth
12. Hydraulic raise and lower depth control
13. Adjustable depth stop.
14. Drive speed of 0-240 feet-per-minute (FPM)
15. Spindle to be 1.44" minimum diameter with tapered roller bearings.
16. Arbor to be 4" diameter.

17. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired. Printed operators manual to be securely stored on machine.
18. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training.
19. 12-month, unlimited hours factory warranty

SCHEDULE XIII

61 HORSEPOWER CONCRETE SAW 36" BLADE

GENERAL DESCRIPTION

The current District specification for 61 horsepower concrete saws is the Merit M600SS-61G-R4-1110. If pre- approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT FOR A PERIOD OF 30 DAYS, BY NO LATER THAN 6/6/2023. CONTACT SCOTT BUSCH, 510-287-1392 TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH *HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.***

EQUIPMENT DESCRIPTION

New model of current production Merit M600SS-61G-R4-1110 or District pre-approved equivalent, to include all standard equipment and all specified below additional equipment. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications.

1. Kubota 61 hp Gas engine.
2. Electronic fuel injection
3. Option to order as rear pivot.
4. Four (4) speed transmission
5. Fuel capacity minimum of 6.5 gallons
6. Minimum machine weight of 1,500 lb.
7. Maximum height of 53"
8. Maximum width of 37"
9. Maximum length of 50"
10. 14" to 42" blade capacity
11. 18.5" maximum cut depth
12. Hydraulic raise and lower depth control
13. Adjustable depth stop.
14. Drive speed of 0-240 feet-per-minute (FPM)
15. Spindle to be 1.68" minimum diameter with tapered roller bearings.
16. Arbor to be 5" diameter.
17. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired. Printed operators manual to be securely stored on machine.

18. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training.
19. 12-month, unlimited hours factory warranty

SCHEDULE XIV

VIBRATORY TRENCH ROLLER

GENERAL DESCRIPTION

The current District specification for vibratory trench rollers is the Wacker Neuson Model RTLx-SC3. If pre- approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT FOR A PERIOD OF 30 DAYS, BY NO LATER THAN 6/6/2023. CONTACT SCOTT BUSCH, 510-287-1392 TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

EQUIPMENT DESCRIPTION

New model of current production Wacker Neuson Model RTLx-SC3 or District pre-approved equivalent to include all standard equipment.

1. Water-cooled three-cylinder Kohler KDW1003 Tier 4F CARB diesel engine with electric start.
2. Dual drum drive
3. Articulated steering
4. Front and rear drum vibration
5. Drum diameter of 20.5"
6. Extendable drums for operating width of 22" or 32"
7. Minimum operating weight of 3,200 lbs.
8. Maximum height of 50"
9. Hydrostatic variable forward/reverse speeds
10. Dynamic (centrifugal) force: 7,688-15,377 lb.
11. Infrared remote control with line-of-sight safety control. Radio-controlled units will not be excepted.
12. Drive and exciter shall be of self-lubricating design.
13. Engine control module with diagnostic LED's to monitor oil pressure, coolant level, engine temperature, glow plug, battery condition and air filter capacity.
14. Minimum fuel tank capacity of 6 gallons
15. Forward/reverse travel speed of 1.5 mph
16. Turning radius (inner) of 63"
17. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired. Printed operators manual to be securely stored on machine.

18. Technical service repair and parts manuals/books (CDROM/DVD Based material ok)
19. Standard manufacturer's 5-year warranty
20. Standard manufacturer's paint, no dealer decals

SCHEDULE XV

TOWABLE SWEEPER

GENERAL DESCRIPTION

The current District specification for towable sweepers is the Laymor Model SM300-6. If pre-approved by the District, commercial equivalent will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT FOR A PERIOD OF 30 DAYS, BY NO LATER THAN 6/6/2023. CONTACT SCOTT BUSCH, 510-287-1392 TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

EQUIPMENT DESCRIPTION

New model of current production Laymor Model SM300-6 diesel powered, three-wheel, directional sweeper, or District pre-approved equivalent to include all standard equipment and all specified below additional equipment. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications.

1. 24.8 HP Tier IV Final CARB Certified water-cooled Diesel engine
2. Maximum 8 MPH
3. 60-gallon sprinkler system with Dust control non-rust water system
4. Three (3) inch lunette eye pintle hitch
5. Hydraulic surge brakes
6. Foot brake
7. Gear motor final drive
8. Six (6) foot size broom with 40 degrees angle each way.
9. Two-post certified ROPS canopy
10. Inside mount rear-view mirror
11. Dual side-view mirrors
12. Hand grips/non-skid platforms and steps
13. Automatic back-up alarm/horn
14. Rear fenders
15. Positive neutral start
16. Mechanical parking brake
17. Hydraulic power steering

18. Cushioned seat with retractable seatbelt and armrests
19. Engine protection system
20. Hub-engaged warning system
21. Engine oil pressure, water temperature and alternator warning lights
22. Electric hour meter
23. Tow package to include stop/turn/tail lamps.
24. Tow harness with 7-way RV (flat blade) style connector
25. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired. Printed operators manual to be securely stored on machine.
26. Technical service repair and parts manuals/books (CDROM/DVD Based material ok)
27. Dealer will be responsible for registering sweeper with permanent exempt license plates through the DMV

SCHEDULE XVI

SMALL TILT TRAILER UNDER 10,000 lbs. GVWR

GENERAL DESCRIPTION

The current District specification for under 10,000lb. GVWR tilt trailers is the Towmaster T-9DT. If pre-approved by the District, commercial equivalents will be considered.

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EQUIPMENT DESCRIPTION

New model of current production Towmaster T-9DT tilt trailer or District pre-approved equivalent to include all standard equipment and all specified below additional equipment. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications.

1. 9,990 lbs. gross vehicle weight rating (GVWR)
2. 6,100 lbs. payload rating
3. Two (2) 7,000 lb. capacity axles
4. EZ-Lube hubs
5. 24" diamond plate approach
6. 16' deck length
7. 5' tongue length
8. 3" headboard height
9. 2" deck lip
10. 19" loaded deck height
11. 2" nominal white oak decking
12. 102" overall width
13. 82" deck width
14. Maximum load angle of 13 degrees
15. Main beam frame to be constructed of 6" I-beam.
16. Crossmembers to be 3" channel.
17. Heavy duty fenders
18. Tongue-mounted, locking enclosed toolbox.
19. Single lever, dual-point deck latch

20. A deck cushion cylinder will be standard.
21. Ability to order electric brakes or optional hydraulic surge brakes.
22. Adjustable 3" pintle ring for surge brakes
23. 7 pole RV style (flat blade) electrical plug wired to SAE J2863 or 7 pole round pin electrical plug wired to SAE J560 available to order.
24. Standard black paint. No dealer decals.
25. L.E.D. lights
26. 7,000 lbs. bolt-on, drop-leg parking jack.
27. Eight (8) D-ring tie downs. Four (4) on each side
28. 16" steel wheels, 8-lug
29. Tire size = 235/85R16, load range "E"
30. 12-month full warranty
31. 10-year frame warranty
32. Dealer will be responsible for registering trailer with permanent exempt license plates through the DMV.

SCHEDULE XVII

SMALL TILT TRAILER/RAMP TRAILER 12000 lbs. to 16000 lbs. GVWR

GENERAL DESCRIPTION

The current District specification for 12,000 to 16,000 lb. GVWR tilt trailers is the Towmaster T-12DT. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT FOR A PERIOD OF 30 DAYS, BY NO LATER THAN 6/6/2023. CONTACT SCOTT BUSCH, 510-287-1392 TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

EQUIPMENT DESCRIPTION

New model of current production Towmaster T-12DT tilt trailer or District pre-approved equivalent to include all standard equipment and all specified below additional equipment. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications.

1. 15,900 lbs. gross vehicle weight rating (GVWR)
2. 12,000 lbs. payload rating
3. Two (2) 7,000 lb. capacity axles
4. EZ-Lube hubs
5. 24" diamond plate approach
6. 16' deck length
7. 5' tongue length
8. 3" headboard height
9. 2" deck lip
10. 22" deck height
11. 2" nominal white oak decking
12. 102" overall width
13. 82" deck width
14. Maximum load angle of 13 degrees
15. Main beam frame to be constructed of 6" I-beam.
16. Crossmembers to be 3" channel.
17. Heavy duty fenders
18. Tongue-mounted, locking enclosed toolbox.
19. Single lever, dual-point deck latch
20. A deck cushion cylinder will be standard.

21. Ability to order electric brakes or optional hydraulic surge brakes.
22. Adjustable 3" pintle ring for surge brakes
23. 7 pole RV style (flat blade) electrical plug wired to SAE J2863 or 7 pole round pin electrical plug wired to SAE J560 available to order.
24. Standard black paint. No dealer decals.
25. L.E.D. lights
26. 12,000 lbs. bolt-on, drop-leg parking jack.
27. Eight (8) D-ring tie downs. Four (4) on each side
28. 16" steel wheels, 8-lug
29. Tire size = 235/85R16, load range "E"
30. 12-month full warranty
31. 10-year frame warranty
32. Dealer will be responsible for registering trailer with permanent exempt license plates through the DMV.

SCHEDULE XVIII

40,000 LB. EQUIPMENT TRAILER

GENERAL DESCRIPTION

The current District specifications for 40,000 lb. GVWR trailers are the Trail King Model TK40LP and the TKT40LP. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT FOR A PERIOD OF 30 DAYS, BY NO LATER THAN 6/6/2023. CONTACT SCOTT BUSCH, 510-287-1392 TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

EQUIPMENT DESCRIPTION

New Model of current production Trail King Model TK40LP (Ramp Trailer) or TKT40LP (Tilt Deck) or District pre-approved equivalent to include all standard equipment and required options as described below.

1. 40,000 lb. payload capacity
2. 5' tongue length
3. 3" pintle hitch, adjustable between 18.5" and 30". Must be able mount lunette eye and achieve 25.5" from bottom of eye to ground with trailer level.
4. 102" overall width
5. 33" loaded deck height
6. 1-3/8" apitong decking (raised)
7. Two (2) 22,500 lb. capacity axles
8. 4-spring suspension
9. 49" axle spacing
10. 12.25" X 7.5" air brakes
11. 4S2M ABS anti-lock brakes
12. Dual 6.75 X 17.5 8-hole disc wheels
13. Minimum Ten (10) D-rings
14. Lockable toolbox, mounted in tongue area.
15. Headboard
16. I-beam cross members on 16" centers
17. Registration holder
18. L.E.D. lights
19. Electrical system per DOT regulations
20. Red and white conspicuity markings per DOT regulations

21. 1/8" steel plate welded to front portion of deck for a loader bucket to rest.
22. Chock holder each side
23. Mid-deck removable step and grab handrail per side with two (2) side steps painted Omaha orange. Exact location to be detailed at time of order.
24. Electrically operated tongue jack, 12,000 lb. capacity.
25. Trailer battery for landing leg to be wired with 2 wire charge cord.
26. Standard manufacturer white paint, no dealer markings
27. Dealer will be responsible for registering machine with permanent exempt license plates through the DMV.
28. 21' fixed deck with 5' beavertail (for ramp trailer)
29. Pocket cut-out of rear ramp for backhoe bucket to rest (for ramp trailers)
30. 5' ladder style ramps with spring assist (for ramp trailer)
31. Self-cleaning beaver tail (for ramp trailer)
32. 4' fixed deck 24' tilt deck (for tilt trailer)
33. Air locks with single safety handle (for tilt trailer)
34. Air operated approach plates (for tilt trailer)
35. Steel plate at center of rear deck for bucket rest, approx. 2'x5' 3/8" thick. Final dimensions provided at time of order (for tilt trailer)

SCHEDULE XIX

14,000 lb. GVWR VACUUM EXCAVATOR TRAILER

GENERAL DESCRIPTION

The current District specification for 14,000 lb. GVWR Vacuum Excavator trailer is the Ditch Witch HX 30. If pre- approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT FOR A PERIOD OF 30 DAYS, BY NO LATER THAN 6/6/2023. CONTACT SCOTT BUSCH, 510-287-1392 TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

EQUIPMENT DESCRIPTION

New Model of current production Ditch Witch HX30 or District pre-approved equivalent to include all standard equipment and required options as described below.

1. General

- a. Must be a portable, self-contained fluid excavation unit equipped with a fully enclosed and insulated power pack, 500-gal (1893 L) tank, with 512 cfm (14.5 m³/min) blower. Vacuum pump capable of 15" (381 mm) of Hg.
- b. Blower, water pump, and hydraulic system must be powered by the same engine and contained within an enclosed and insulated lockable compartment.
- c. Standard equipment must include 200-gal (757-L) freshwater tank for 500-gal (3032-L) model.
- d. Freshwater tank should be plumbed to the pump and equipped with a drain.
- e. Debris tank must have a full-diameter, fully opening rear door.
- f. Must include an onboard hydraulic system to tilt tank and provide power to operate hydraulic functions as required.
- g. Entire system must come trailer-mounted with curbside controls and drains.
- h. Other tank, blower, and engine configurations should be available at predefined pricing.

2. Controls and Operation

- a. Operator's station must be located in a lighted, lockable, compartment on the curb side (right side), with left-side mounting optional for custom or international applications.
- b. Operator's station must provide a display including an hour meter, engine oil pressure indicator, water pressure gauge and engine temperature indicator, and a control station with a water pressure regulator and auxiliary power connection.

- c. Must be equipped with a water pressure control variable from 0 to 3000 psi (207 bar).
- d. Must be equipped with an amber strobe light that flashes when ignition is on. This light must be mounted on top of the debris tank.
- e. Must have a 3000 psi (207 bar), 4.2 gpm (16 L/min) water pump with electric clutch and auto-declutch capability. Auto clutch must disengage the pump when water is not in use, allowing full power to the blower.
- f. Blower must provide 512 cfm (14.5 m³/min).
- g. Must offer as an option a reverse flow mode that allows the transfer of vacuumed material to another tank or disposal site.
- h. Must have a make/break compression seal to optimize air flow and simplify plumbing.
- i. Must offer a dual-articulation manual boom with hose restraint.
- j. Standard equipment must include 50' (15.2 m) of high-pressure hose rated at 3000 psi (207 bar) on a lockable hose reel.
- k. Must be equipped with a 3-gallon (11.4-L) antifreeze system as standard equipment.

3. Engine

- a. Engine must be an EPA Tier 4 compliant naturally aspirated, liquid-cooled Kubota® model D1105-E3B diesel or equivalent with electric start housed inside a fully insulated, lockable compartment.
- b. Engine must run at a maximum of 3,000 rpm and produce at least 24.8 gross hp (18.5 kW).
- c. Engine fuel tank capacity must be 25 gal (94.6 L) to provide 9 hours of operating time at full throttle.

4. Hydraulic System

- a. Debris tank must be equipped with hydraulic tilt cylinders to tilt tank to 45°.
- b. Must be capable of providing power to hydraulic door lift.
- c. All hydraulic cylinders must be serviceable with tank down.
- d. Must have an engine-driven gear-type hydraulic pump that produces 2500 psi (172 bar).

5. Potholing Equipment

- a. Three potholing tools must be available for exposing buried utilities:
 - a choice of 3" (76-mm) or 4" (102-mm) diameter basic potholing tool with suction only (standard).
 - a choice of 3" (76-mm) or 4" (102-mm) diameter 2-in-1 potholing tool with water pressure and suction (optional).
 - A digging lance with nozzle that delivers 3000 psi (207 bar) and an 18° cone of coverage. Optional 48" (1.2 m) extensions must be available.
- b. Potholing tools must be equipped with quick couplers.
- c. Potholing equipment must include at least 24' (7.3 m) of industrial-rated 3" (76 mm) suction hose with quick couplers.

- d. Unit must have lockable tool storage compartment.
6. Debris Tank
- a. Must have a full tank diameter, hydraulically operated, rear-opening door with automatic lockout when door is fully opened and fluid level full indicator.
 - b. Debris tank must have a 4" (102 mm) inlet valve and 6" (152 mm) drain valve. Both valves must be equipped with quick couplers.
 - c. Must have vacuum relief valve set to 15" (381 mm) of Hg.
 - d. In-frame suction hose compartment that allows hose to be stored flat and straight must come standard.
7. Filtration
- a. Must have a wet/dry, polyester, single- element vacuum filter with 73 ft² (6.8 m²) of filtration media and a 0.5-micron rating per ASHA RP531.
 - b. Vacuum filter must be washable and reusable.
 - c. Must have filter on the vacuum relief valve that operates when vacuum exceeds the relief setting.
 - d. Must have a cyclonic filter.
8. Trailer
- a. Manufactured in compliance with National Association of Trailer Manufacturers (NATM) guidelines and Federal Motor Vehicle Safety Standards (FMVSS) regulations.
 - b. Length: 232.1 in (5.9 m)
 - c. Width: 96 in (2.44 m)
 - d. Height: 84.2 in (2.14 m)
 - e. Weight (empty): 6853 lb. (3108 kg)
 - f. Clearance at jack foot pad: 12.5 in (318 mm)
 - g. Trailer GVWR: 14,000 lb. (6350 kg)
 - h. Axle rating: two @ 7000 lb. (3175 kg) ea.
9. Dealer and Warranty Requirements:
- a. Responsible Dealer shall have represented this manufacturer in this market uninterrupted for a minimum of 10-years for stability and reliability.
 - b. Responsible Dealer shall have a Parts counter available locally with online Parts ordering as an option and Parts pick-up available during normal business hours.
 - c. Responsible Manufacturer shall have a regional Parts counter within 100- miles.
 - d. Responsible Dealer will have no less than 2 Mobile Field Trucks with Certified Field Technicians dispatched from a store within 100-miles of delivery location of 1199 21st Street in Oakland for maximum uptime and productivity.
 - e. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired.

- f. Machine shall come with a 5-Year 1,500-Hour Comprehensive Warranty
- g. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training.
- h. Dealer will be responsible for registering trailer with permanent exempt license plates through the DMV.

SCHEDULE XX

24,000 lb. GVWR VACUUM EXCAVATOR TRAILER

GENERAL DESCRIPTION

The current District specification for 24,000 lb. GVWR Vacuum Excavator trailer is the Ditch Witch HX 75. If pre- approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT FOR A PERIOD OF 30 DAYS, BY NO LATER THAN 6/6/2023. CONTACT SCOTT BUSCH, 510-287-1392 TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH *HAVE NOT BEEN EVALUATED, OR WHICH* HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

EQUIPMENT DESCRIPTION

New Model of current production Ditch Witch HX75 or District pre-approved equivalent to include all standard equipment and required options as described below.

1. General

- a. Must be a portable, self-contained fluid excavation unit equipped with a fully enclosed and insulated power pack, 800-gal (3028-L) tank, with 1315 cfm (37.2 m³/min) blower. Vacuum pump capable of 16" of Hg (0.54 bar).
- b. Blower, water pump, and hydraulic system must be powered by the same engine and contained within an enclosed and insulated lockable compartment.
- c. Standard equipment must include 400-gal (1514-L) freshwater tank for 800-gal (3032- L) model.
- d. Freshwater tank should be plumbed to the pump and equipped with a drain.
- e. Debris tank must have a full-diameter, fully opening rear door.
- f. Must include an onboard hydraulic system to tilt tank and provide power to operate hydraulic functions as required.
- g. Entire system must come trailer-mounted with curbside controls and drains/drain hoses.
- h. Other tank, blower, and engine configurations should be available at predefined pricing

2. Controls and operation

- a. Operator's station must be located in a lighted, lockable, compartment on the curb side (right side), with left-side mounting optional for custom or international applications.
- b. Operator's station must provide a display including an hour meter, engine oil pressure indicator, water pressure gauge and engine temperature indicator, and a control station with a water pressure regulator and auxiliary power connection.
- c. Must be equipped with a water pressure control variable from 0 to 3000 psi (207 bar).
- d. Must be equipped with an amber strobe light that flashes when ignition is on. This light must be mounted on top of the debris tank.
- e. Must have a 3000 psi (207 bar), 5.5 gpm (20.8 Umin) water pump with electric clutch and auto-declutch capability. Auto clutch must disengage the pump when water is not in use, allowing full power to the blower.
- f. Blower must provide 1315 cfm (37.2 m³/min).
- g. Must have a reverse flow mode that allows the transfer of vacuumed material to another tank or disposal site.
- h. Must have a make/break compression seal to optimize air flow and simplify plumbing.
- i. Must offer a dual-articulation manual boom with hose restraint.
- j. Must offer a powered boom six hydraulically powered functions (up, down, in, out, clockwise rotation, counterclockwise rotation) with controls at rear of vac.
- k. Powered boom must lock out rotation when hydraulic power is not applied.
- l. Powered boom must offer a wireless remote control with added functions (water pump off/on and remote start/stop).
- m. Standard equipment must include 50' (15.2 m) of high-pressure hose rated at 3000 psi (207 bar) on a lockable hose reel.
- n. Must be equipped with a 3-gallon (11.4-L) antifreeze system as standard equipment.

3. Engine

- a. Engine must be an EPA Tier 4 compliant turbocharged, liquid-cooled Kubota® model V3307-CR-T-E4B diesel or equivalent with electric start housed inside a fully insulated, lockable compartment.
- b. Engine must run at a maximum of 2600 rpm and produce at least 74.3 gross hp. (55 kW).
- c. Engine fuel tank capacity must be 30 gal (113.6 L) to provide 10.8 hours of operating time at full throttle.

4. Hydraulic system

- a. Debris tank must be equipped with hydraulic tilt cylinders to tilt tank to 45°.
- b. Must be capable of providing power to hydraulic door lift.
- c. All hydraulic cylinders must be serviceable with tank propped up 3" (76.2 mm).
- d. Must have an engine-driven gear-type hydraulic pump that produces 2500 psi (172 bar).

- e. Must offer connections and control for hydraulic power tools as an option.
5. Potholing equipment
- a. Three potholing tools must be available for exposing buried utilities:
 - A 4" (102-mm) diameter basic potholing tool with suction only (standard).
 - A 4" (102-mm) diameter 2-in-1 potholing tool with water pressure and suction (optional).
 - A digging lance with nozzle that delivers 3000 psi (207 bar) and an 18° cone of coverage. Optional 48" (1.2 m) extensions must be available.
 - b. Potholing tools must be equipped with quick couplers.
 - c. Potholing equipment must include at least 26' (7.9 m) of industrial-rated 4" (102-mm) suction hose with quick couplers.
 - d. Unit must have lockable tool storage.
6. Debris tank
- a. Must have a full tank diameter, hydraulically operated, rear-opening door with automatic lockout when door is fully opened and fluid level full indicator.
 - b. Debris tank must have a 4" (102 mm) inlet valve and 6" (152 mm) drain valve. Both valves must be equipped with quick couplers.
 - c. Must have vacuum relief valve set to 16" of Hg (0.54 bar).
 - d. In-frame suction hose compartment that allows hose to be stored flat and straight must come standard.
7. Filtration
- a. Must have a wet/dry, polyester, single- element vacuum filter with 73 ft² (6.8 m²) of filtration media and a 0.5-micron rating per ASHA RP531.
 - b. Vacuum filter must be washable and reusable.
 - c. Must have filter on the vacuum relief valve that operates when vacuum exceeds the relief setting.
 - d. Must have a cyclonic filter.
8. Trailer
- a. Manufactured in compliance with National Association of Trailer Manufacturers (NATM) guidelines and Federal Motor Vehicle Safety Standards (FMVSS) regulations.
 - b. Length: 269.4 in (6.84 m)
 - c. Width: 96 in (2.44 m)
 - d. Height (w/o boom): 88.7 in (2.25 m)
 - e. Height (w/ boom): 110.2 in (2.8 m)
 - f. Weight (empty): 10820 lb. (4912 kg)
 - g. Clearance at jack foot pad: 14.4 in (366 mm)
 - h. Trailer GVWR: 24,000 lb. (10 886 kg)
 - i. Axle rating: two@ 12,000 lb. (5443 kg) ea.

9. Dealer and Warranty Requirements:

- a. Responsible Dealer shall have represented this manufacturer in this market uninterrupted for a minimum of 10-years for stability and reliability.
- b. Responsible Dealer shall have a Parts counter available locally with online Parts ordering as an option and Parts pick-up available during normal business hours.
- c. Responsible Manufacturer shall have a regional Parts counter within 100- miles.
- d. Responsible Dealer will have no less than 2 Mobile Field Trucks with Certified Field Technicians dispatched from a store within 100-miles of delivery location of 1199 21st Street in Oakland for maximum uptime and productivity.
- e. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired.
- f. Machine shall come with a 5-Year 1,500-Hour Comprehensive Warranty
- g. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training.
- h. Dealer will be responsible for registering trailer with permanent exempt license plates through the DMV.