

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR QUOTATION (RFQ) No. 2511 for FLEXIBLE TEMPORARY WATER DISTRIBUTION HOSE

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

Bids Due
by
1:30 p.m.
on
March 5, 2025

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 BY SERVICE (UPS, FedEx, DHL, etc., during business hours: 8:00 AM – 4:00 PM only) to: EBMUD–Purchasing Division RFQ# 2511 FLEXIBLE TEMPORARY WATER DISTRIBUTION HOSE 375 11 th Street Oakland, CA 94607	RESPONSE DELIVERED BY MAIL (U.S. Postal Service) to: EBMUD–Purchasing Division RFQ# 2511 FLEXIBLE TEMPORARY WATER DISTRIBUTION HOSE P.O. Box 24055 Oakland, CA 94623	RESPONSE HAND-DELIVERED (during business hours: 8:00 AM – 4:00 PM only) EBMUD–Purchasing Division RFQ# 2511 FLEXIBLE TEMPORARY WATER DISTRIBUTION HOSE Purchasing Office 375-11 TH Street, 1 st Floor Oakland, CA 94607
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EAST BAY MUNICIPAL UTILITY DISTRICT

RFQ No. 2511

for

FLEXIBLE TEMPORARY WATER DISTRIBUTION HOSE

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- EXHIBIT A – RFQ RESPONSE PACKET
- EXHIBIT B – INSURANCE REQUIREMENTS
- EXHIBIT C – GENERAL REQUIREMENTS
- EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION
- EXHIBIT E – SPECIFICATION 33 14 13.57
- EXHIBIT F – SPECIFICATION 01 33 00

I. STATEMENT OF WORK

A. SCOPE

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

The District’s water distribution pipelines cross active earthquake faults and landslide/liquefaction sites at numerous locations throughout the service area to provide a bridge across failed distribution and transmission system pipelines following a major seismic event. The District maintains manifold assemblies at each of the fault line or landslide areas as part of the Emergency Bypass System. In an event of an emergency, flexible hoses will be deployed to continue water flow across the failed section(s) of pipeline. The District intends to procure new flexible temporary water distribution hoses for use as part of the Emergency Bypass System.

It is the intent of these specifications, terms, and conditions to describe the procurement of a flexible water hose, fittings and appurtenant equipment.

B. BIDDER QUALIFICATIONS

1. Bidder Minimum Qualifications

- a. Bidder, bidder’s principal, bidder’s staff or manufacturer shall have been regularly engaged in the design and manufacture of hoses of comparable size and components, for a period of at least five (5) years prior to this contract
- b. Bidder shall be a certified or authorized manufacturer, dealer, or provider.
- c. Bidder shall possess all permits, licenses, and professional credentials necessary to supply product and perform services as specified under this RFQ.

2. For detailed bidder qualifications, please refer to Exhibit E Specification 33 14 13.57

C. SPECIFIC REQUIREMENTS

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

Materials in Contact with Drinking Water.

- 1. All materials, equipment, or products that will be in contact with drinking water (potable water) shall be tested and certified as meeting the specifications of

NSF/ANSI 61 Standard in accordance with California Code of Regulations, Title 22, Section 64591. Examples include, but are not limited to, valves, pumps, flow meters, protective materials (coatings, linings, liners), joining and sealing materials, pipes, tanks, pipe fittings, filters, cleaning chemicals, and lubricants.

2. All materials, equipment, or products that will be in contact with drinking water (potable water) shall be tested and certified as “lead-free” per California Health and Safety Code Section 116875 and NSF 61 Annex G or NSF 372.
3. All chemicals that will be in contact with drinking water shall be certified by NSF to NSF/ANSI Standard 60.
4. For materials:
 - a. Documentation which demonstrates current NSF/ANSI Standard 61 certification shall be submitted by the bidder in their bid package.
 - b. If awarded, contractor is responsible for informing the District within 5 days, if and when their certification lapses or expires. Failure to inform the District within the allotted time will be sufficient grounds for immediate termination of the contract.
5. **For detailed Specific Requirements, please refer to Exhibit E Spec 33 14 13.57**

D. DELIVERABLES / REPORTS

For detailed Deliverables/Reports, please refer to Exhibit E Spec 33 14 13.57

E. INSPECTION

The District will inspect material after its arrival at the delivery point. If the rejection rate of a sample of components is 10% or higher, all components will be rejected. Contractor is solely responsible for ensuring the material arrives at the District’s ship-to location free of defects and manufactured in strict conformance with the specifications.

In the case that an item or lot is rejected, District Inspectors will provide Contractor and the EBMUD Purchasing Division with an Inspectors Job Report which will itemize the product deficiencies and required corrective action.

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

F. FAILURE TO MEET SPECIFICATIONS

In the event any shipment or shipments of a Contractor’s product do not meet the specification or delivery requirements, the District may reject the shipment or

shipments and, at its option, may purchase this material from any supplier on the open market who can meet the District’s specification requirements, or the District may demand immediate replacement by Contractor of the non-conforming product. Any costs over and above the original contract price will be charged back to the Contractor. In addition, Contractor shall bear the costs of removal and disposition for any delivery which fails to conform to the specifications.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFQ Issued	February 5, 2025
Deadline For Submission of Questions	February 10, 2025
Response Due	March 5, 2025 by 1:30 p.m. At this time all bids will be opened publicly in the EBMUD Board Room at 375 Eleventh St. Oakland, CA 94607
Anticipated Contract Start Date	April 8, 2025
Anticipated Contract End Date	October 8, 2025

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

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

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

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

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

RFQ responses based on equivalent products must:

1. Use Exhibit A "Exceptions, Clarification and Amendments" to clearly describe the alternate offered and indicate specifically how it differs from the product specified in this RFQ.
2. Include complete descriptive literature and/or specifications as proof that the proposed alternate will be equal to or better than the product named in this RFQ.

C. PRICING

1. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
2. All prices quoted shall be in United States dollars.

3. Price quotes shall include any and all payment incentives available to the District.
4. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.
5. Prevailing Wages:

All Contractors bidding on a public works project and all Subcontractors of any tier shall be registered with the State Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.

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 of the State of California.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, and any amendments thereof of the Labor Code of the State of California, the Contractor, and any Subcontractor under pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.

The Contractor shall, as a penalty to the State or the District, forfeit Twenty-Five (\$25.00) Dollars for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work or craft in which such worker is employed under the contract by the Contractor or by any Subcontractor. The difference between such stipulated prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The provisions of Section 1776 of the Labor Code of the State of California shall be complied with by the Contractor. For all classes of work not specified herein, the minimum wage shall be that specified for general laborer.

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 payment by Contractor 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 his own expense.

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 project.

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 Purchase Orders (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 one year.
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.
5. Upon termination, should there be delays, the District may award to another vendor.

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 ten (10) years from the date of acceptance by the District but shall continue in full force and effect following notice from District of any warranty or guarantee issue, until such issue has been fully resolved to the satisfaction of District. See Specification 33 14 13.57, paragraph 1.5A.

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.

I. LIQUIDATED DAMAGES

1. A deduction for liquidated damages of \$10,000 a month will be assessed for not meeting District-specified performance requirements as prescribed in this RFQ after 08/08/25 and/or as described in the resulting PO.
2. It being impracticable or extremely difficult to fix the actual damage, the amount set forth above is hereby agreed upon as liquidated damages and will be deducted from any money due under the agreement arising from this RFQ.
3. In the event performance and/or deliverables have been deemed unsatisfactory, the District reserves the right to withhold future payments until the performance and/or deliverables are deemed satisfactory.

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: Lon Lee, Associate Mechanical Engineer
EBMUD-Engineering
E-Mail: lon.lee@ebmud.com
PHONE: (510) 318-4074

CONTRACT EQUITY PROGRAM:

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

AFTER AWARD:

Attn: Lon Lee, Associate Mechanical Engineer
EBMUD-Engineering
E-Mail: lon.lee@ebmud.com
PHONE: (510) 318-4074

B. SUBMITTAL OF RFQ RESPONSE

1. Responses must be submitted in accordance with Exhibit A – RFQ Response Packet, SPECIFICATION 01 33 00, and SPECIFICATION 33 14 13.57 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
FLEXIBLE TEMPORARY WATER DISTRIBUTION HOSE
RFQ No. 2511
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
FLEXIBLE TEMPORARY WATER DISTRIBUTION HOSE
RFQ No. 2511
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. 2511- FLEXIBLE TEMPORARY WATER DISTRIBUTION HOSE

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, 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_____



BID FORM(S) PAGE 1

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.

Furnish flexible water hose, fittings and appurtenant equipment as specified in RFQ, Specification 33 14 13.57, and Specification 01 33 00.

TABLE A

12-INCH DIAMETER HOSES							
Primary Deployment Location	Area	Storage Location	500 ft. Sections	250 ft. Sections	100 ft. Sections	50 ft. Sections	Total Ft.
Fault Crossing 11 (South 30 at Golf Links)	South	USLWTP	3	3	6	3	3,000
Fault Crossing 20 (South 30 at Liberty St.)	South	South Reservoir	6	2	4	2	4,000
Fault Crossing 16 (Central Zone 42" at Birch)	South	South Reservoir	6	2	4	2	4,000
Fault Crossing 15 (Central 60" at El Portal)	North	North Yard	3	3	0	3	2,420
Fault Crossing 4 (Summit Reservoir. at Santa Barbara)	Central	Adeline	0	6	0	3	1,650
Alameda or other areas affected by liquefaction	Central	Oakport	2	2	6	9	2,550
TOTAL FEET							17,600

TABLE A	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
Furnish flexible water hose, fittings and appurtenant equipment with standard warranty	FEET	17600	\$	\$



BID FORM(S) PAGE 2

TABLE B

6-INCH DIAMETER HOSES							
Primary Deployment Location	Area	Storage Location	500 ft. Sections	250 ft. Sections	100 ft. Sections	50 ft. Sections	Total Ft.
North Area	North	North Yard	3	3	6	3	3,000
South Area	South	South Reservoir	3	5	6	3	3,500
TOTAL							6,500

TABLE B	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
Furnish flexible water hose, fittings and appurtenant equipment with standard warranty	FEET	6500	\$	\$

FIELD SERVICES	Unit of Measure	Cost
MANUFACTURER'S FIELD SERVICES per SPECIFICATION 33 14 13.57	LUMP SUM	\$

EXTENDED WARRANTY	Unit of Measure	Cost
Extended Warranty _____ yrs in addition to the Manufacturer's Warranty to meet the 10-year Uncontested Warranty per SPECIFICATION 33 14 13.57	LUMP SUM	\$

GRAND TOTAL (TABLE A + TABLE B + FIELD SERVICES + EXTENDED WARRANTY):

\$ _____

FOR INFORMATION ONLY (not calculated in the evaluation)

STANDARD MANUFACTURER'S WARRANTY INCLUDED - TABLE A Yrs _____ TABLE B Yrs _____

FREIGHT: _____

TAX (10.25%): _____



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. **Evidence of Qualification Testing:** RFQ response provides evidence that the proposed equipment/system has successfully completed the qualification test standard requirements defined in this RFQ. Evidence shall include a statement from an Independent Testing Authority (ITA) that both the hardware elements and the software elements of the proposed equipment/system comply with the requirements of the qualification standard. If the equipment/system specified requires the addition of components or features not previously tested by the ITA, the District will determine, in its sole discretion, whether qualification testing of such components or features will be required prior to the award of a contract.
3. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable or environmental initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific products procured under this RFQ or in relation to the manufacture, delivery, or office practices of your firm.

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

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

4. **Evidence of current NSF 60 and/or 61 certification**

5. **References:**

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

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

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

7. **Contract Equity Program:**

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



REFERENCES

RFQ No. 2511- FLEXIBLE TEMPORARY WATER DISTRIBUTION HOSE

Bidder Name: _____

Bidder must provide a minimum of three 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. 2511- FLEXIBLE TEMPORARY WATER DISTRIBUTION HOSE

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/include 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 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

CONTRACTOR/COMPANY NAME: _____

PROPOSER shall take out and maintain during the life of the Agreement all insurance required and PROPOSER 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.

PROPOSERS 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 PROPOSER agrees to meet the minimum insurance requirements stated in the RFP.

Provisions 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 by signing and submitting Exhibit B (“Insurance Requirements”) to the DISTRICT. The Insurance Requirements may be signed by the insurance broker or the insurance broker’s agent (Insurance Broker/Agent) for the CONTRACTOR, or by an officer of the CONTRACTOR (Officer), or by the CONTRACTOR’s risk manager (Risk Manager). The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until a signed Verification of Insurance evidencing the specific coverages and limits required by this Agreement has been received by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any contractor/subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent the insurance applies to the scope of the services to be performed by contractor/subcontractor.
- D. Receipt of a signed Verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. Insurance must be maintained, and an updated Verification of Insurance must be provided to the DISTRICT before the expiration of insurance by having the Insurance Broker/Agent, Officer, or Risk Manager update, sign and return the Insurance Requirements to the DISTRICT’s contract manager. The updated Insurance Requirements shall become a part of the Agreement but shall not require a change order to the Agreement. It is the CONTRACTOR’s sole responsibility to provide or to ensure that an updated Verification of Insurance is provided to the DISTRICT. The DISTRICT has no obligation to solicit, remind, prompt, request, seek, or otherwise obtain any updated Verification of Insurance, and any actual or alleged failure on the part of the DISTRICT to obtain any updated Verification of Insurance 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.
- F. 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.

- G. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- H. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- I. CONTRACTOR is responsible for the payment of any deductibles or SIRs pertaining to the policies required under this Agreement. In the event CONTRACTOR is unable to pay the required SIR, CONTRACTOR agrees that such SIR may be satisfied, in whole or in part, by the DISTRICT as the additional insured at the DISTRICT's sole and absolute discretion, unless to do so would terminate or void the policy(ies).
- J. 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.
- K. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier required by this Agreement.
- L. 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, must be before the date of this Agreement, and must be before the beginning of any Services related to this Agreement.
- M. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration or termination of this Agreement.
- N. If claims-made coverage is canceled or is non-renewed and if the claims-made coverage is not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement and prior to 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 or termination of the Agreement.
- O. In the event of a claim or suit, and upon request by the DISTRICT, CONTRACTOR agrees to provide a copy of the pertinent policy(ies) within 10 days of such request to the DISTRICT for review. Any actual or alleged failure on the part of the DISTRICT to request a copy of the pertinent policy(ies) shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard. Additionally, the DISTRICT may, at any time during CONTRACTOR's performance under this Agreement, request a copy of the Declarations pages and Schedule of Forms and Endorsements of any policy required to be maintained by CONTRACTOR hereunder, whether or not a suit or claim has been filed. Premium details may be redacted from any such documents requested.
- P. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein.
- Q. 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.
- R. 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 to 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(s) if the claim(s) is likely to involve the DISTRICT.

- S. It is the obligation of the CONTRACTOR to ensure all contractors/subcontractors performing services under this Agreement maintain the necessary coverages and limits. CONTRACTOR shall ensure that all contractors/subcontractors agree to the same indemnity obligation that CONTRACTOR agrees to in this Agreement based on the nature and scope of services being performed by each contractor/subcontractor. CONTRACTOR shall require that each contractor/subcontractor include the DISTRICT, its directors, officers, and employees as additional insureds on its liability policy(ies) (excepting Professional Liability and Workers' Compensation) for all ongoing and completed operations with coverage as broad as required of CONTRACTOR under this Agreement. Failure or inability to secure fully adequate insurance shall in no way relieve the CONTRACTOR or all contractors/subcontractors of the responsibility for its own acts or the acts of any contractors/subcontractors or any employees or agents of either. All contractors/subcontractors are to waive subrogation against the DISTRICT on all policies. CONTRACTOR shall be responsible for maintaining records evidencing contractors'/subcontractors' compliance with the necessary insurance coverages and limits, and such records shall be made available to the DISTRICT within 10 days upon request.
- T. 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.
- U. 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 Insurance Broker/ Agent, or Officer, or Risk Manager update, sign and return the Insurance Requirements.

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. If there is an onsite exposure of injury to CONTRACTOR, and/or contractor/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.
- C. If CONTRACTOR 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.
- D. 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 “E.”

- E. 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.

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, Officer, or Risk Manager, 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/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager’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 and be as broad as Insurance Services Office (ISO) form CG 00 01.
- 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 contractor/subcontractor under this Agreement.
- F. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- G. 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 contractor/subcontractor on CONTRACTOR’s behalf.
- H. 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.”
- I. 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).
- J. 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.
- K. 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. Coverage for the Additional Insureds must be as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) for liability arising in whole, or in part, from work performed by or on behalf of CONTRACTOR, or 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, Officer, or Risk Manager, 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 Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

III. Business Auto Liability Insurance 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. Auto insurance with minimum coverage and limits as follows:
 - a. Each Occurrence Limit (per accident) and in the Aggregate: 2,000,000
 - b. Bodily Injury and Property Damage: \$2,000,000
- D. 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").
- E. 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.
- F. 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 contractor's/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.
- G. 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.
- H. 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, Officer, or Risk Manager, 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 Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager – Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager’s Signature: _____

EXHIBIT C

GENERAL REQUIREMENTS

Effective: June 9, 2021
Supersedes: September 1, 2020

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2. BOND
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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 <https://www.cslb.ca.gov/OnlineServices/InsuranceSearch/INSRequest.aspx>) admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will be returned to the Contractor.
- c. If, during the continuance of the Contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten

days after notice. If the Contractor fails to provide satisfactory sureties within the ten-day period, the Contract may be terminated for cause under Article 18.

3. CONTRACTOR'S FINANCIAL OBLIGATION

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

4. SAMPLES OR SPECIMENS

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

5. MATERIAL AND WORKMANSHIP

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

6. DEFECTIVE WORK

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

7. WARRANTY

Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations, ordinances, rules, treaties, import

restrictions, embargoes or other legal requirements. Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guaranties that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guaranties that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor and equipment necessary to achieve strict conformance, and shall take precedence over any conflicting warranty or guarantee. These warranties and guarantees shall not be affected, limited, discharged or waived by any examination, inspection, delivery, acceptance, payment, course of dealing, course of performance, usage of trade, or termination for any reason and to any extent. In the absence of any conflicting language as to duration, which conflicting language will take precedence as being more specific, Contractor's aforesaid warranties and guarantees shall be in full force and effect for a period of one year from the date of acceptance by the District but shall continue in full force and effect following notice from District of any warranty or guarantee issue, until such issue has been fully resolved to the satisfaction of District.

8. NOT USED

9. SAFETY AND ACCIDENT PREVENTION

In performing work under the Contract on District premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the District may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract or Contractor's right to precede in accordance with the default provisions of the Contract Documents.

10. CHARACTER OF WORKFORCE

The Contractor shall employ none but skilled competent qualified personnel to perform the Work and shall maintain discipline and order in the conduct of the Work at all times.

11. PREVAILING WAGES & DIR REGISTRATION

- a. Please see www.dir.ca.gov for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on or offering to perform work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted, nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- c. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required
- d. to post job site notices, "as prescribed by regulation" (LC § 1771.4).
- e. 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.

- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. General prevailing wage determinations have expiration dates with either a single
- m. 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, 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
- e. District, and which were not concurrent with any other type of delay) the Project
- f. 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.
- g. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:

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

18. TERMINATION

a. Termination by the District for Cause:

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

- iii. Upon any of the occurrences referred to in Article 18.a.i. above, the District may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the District may deem expedient. If requested by the District, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the District may remove or store, and after 90 days sell, any of the same at the Contractor's expense.
- iv. No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by the Contract Documents.
- v. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the District for Convenience:

- i. The District may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the District shall pay the Contractor as set forth below.
- ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:
 - 1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
 - 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
 - 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
 - 4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance.
- iii. Upon such termination for convenience, the District will pay to the Contractor the sum of the following:

1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
 2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
 3. Any proven losses with respect to materials and equipment directly resulting from the termination.
 4. Reasonable demobilization costs.
- iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.
- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the District because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

19. DAMAGES

All losses or damages to material or equipment to be furnished pursuant to the Contract Documents occurring prior to receipt and final acceptance of the Work shall be sustained by the Contractor. The Contractor shall sustain all losses arising from unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the Work, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents.

20. ORDER OF PRECEDENCE

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
 - i. Approved Change Orders.
 - ii. Addenda.
 - iii. RFQ or RFP.
 - iv. Referenced Standard Specifications and Drawings.
 - v. Contractor's Response Packet.

- b. With reference to drawings:
 - i. Numerical dimensions govern over scaled dimensions.
 - ii. Detailed drawings govern over general drawings.
 - iii. Addenda/Change Order drawings govern over contract drawings.
 - iv. Contract drawings govern over standard drawings.
 - v. Notes apply only to the drawing where the notes appear, unless classified as “typical” or intended to apply elsewhere in which case they apply to all drawings where the conditions or circumstance noted occurs.
 - vi. Typical details apply to all drawings unless a specific different detail is shown.

21. INDEMNIFICATION

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

22. PROHIBITION OF ASSIGNMENT

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

23. NEWS RELEASES

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

24. SEVERABILITY

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

25. COVENANT AGAINST GRATUITIES

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

26. RIGHTS AND REMEDIES OF THE DISTRICT

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

27. WAIVER OF RIGHTS

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

28. CONFIDENTIALITY

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



EXHIBIT D

IRAN CONTRACTING ACT CERTIFICATION

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

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

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

CERTIFICATION FOR PARAGRAPH 1:

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

Firm: _____

By: _____ Date: _____
(Signature of Bidder)

Title: _____

Signed at: _____ County, State of: _____

OR

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

EXHIBIT E
SPECIFICATION 33 14 13.57

SPECIFICATION 33 14 13.57

FLEXIBLE TEMPORARY WATER DISTRIBUTION HOSE

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work includes:

1. Furnish flexible water hose, fittings and appurtenant equipment as specified herein.

B. Related work specified elsewhere.

1. 01 33 00 Submittal Procedures

1.2 REFERENCES

A. ASTM D380 – Standard Test Method for Rubber Hose

B. ANSI/NSF-61 – Drinking Water System Components - Health Effects

1.3 DEFINITIONS

A. Hose manufacturer: an entity, or company that is involved in all stages of the design, production and testing of flexible water hoses.

B. Contractor: an entity, or company that furnishes the hose, complete with the fittings, and appurtenant equipment as specified herein, under a procurement contract with the District.

1.4 QUALITY ASSURANCE

A. General: Like items of equipment provided hereunder shall be the end products of one manufacturer to achieve standardization for appearance, operation, maintenance, spare parts and manufacturer's service.

B. Equipment shall be manufactured by a firm normally engaged in the design and fabrication of this type of equipment and shall have documentation of installations of three previous successful operating installations of similar design and application.

1. Hose manufacturer shall have been regularly engaged in the design and manufacture of hoses of comparable size and components, for a period of at least five (5) years prior to this contract.

C. Contractor shall warrant all equipment provided under this section, whether or not it is manufactured by the Contractor, so that there is one source for warranty and product service.

11/05/24

Flexible Temporary Water
Distribution Hose

<Spec No.>

33 14 13.57 - 1

- D. District reserves the right to conduct factory witness inspection for all stages of fabrication, assembly and hydrostatic testing. Contractor shall provide unrestricted access to facility while ensuring that adequate lighting, ventilation and safety procedures are in place to permit safe and thorough inspection at all times. If inspection uncovers unsatisfactory results, expenses incurred by delays; repeat of the work process; or to correct unacceptable work shall be borne by the Contractor.

1.5 WARRANTY

- A. The hose, fittings and appurtenant equipment shall come with a Manufacturer's 10-year uncontested warranty, minimum. Warranty period shall begin upon District's receipt and acceptance of the equipment.

1.6 SUBMITTALS

A. General:

- 1. Submittals shall be in accordance with Section 01 33 00 – Submittal Procedures.

B. Bidder shall furnish with the Bid:

- 1. Written certification that hose product and fittings meet all specification requirements listed in Article 2.1 of this Specification Section.
- 2. List of at least three customers, with contact name(s) and telephone numbers, which have purchased the specified hose products for potable water use. Provide information regarding size and quantity purchased.
- 3. Shipping package descriptions, including estimated quantity and nominal dimensions of pallets, wooden spools, metal reels, or other approved packaging as required per Article 3.1.E.

C. Submit the following technical submittals after award of the Contract:

- 1. Descriptive literature, specifications, capacity, materials and other information sufficient to clearly and readily demonstrate compliance with all parts of the specifications
 - 1) Where contents of submitted literature from manufacturers include data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.
 - 2) Clearly mark the literature with the materials and options being provided to illustrate conformance with the specification details.
- 2. Factory Hydrostatic Pressure Test Plan: test procedures for all equipment specified in this section per testing specified in Article 3.2, TESTING. Provide the following the minimum information:

- a. Detailed factory test procedures
 - b. List of instrumentation including accuracies and date of last calibration. All instrumentation shall be within calibration as of execution of factory acceptance test.
3. Draft Operations and Maintenance Manuals.
- a. O&M manual contents shall include:
 - 1) Procedures for contacting the manufacturer's representative for equipment field service
 - 2) Procedures for ordering parts
 - 3) Procedures for storage of hoses
 - 4) Maintenance of applicable equipment/system including:
 - a) Routine and preventive maintenance procedures
 - b) Maintenance safety precautions
 - 5) Operations of applicable equipment/system including:
 - a) Procedures for removal of hoses from storage
 - b) Procedures for deployment, including uncoiling of hoses
 - c) Procedures for demobilization, including dewatering, retrieval and coiling of hoses after deployment
 - d) Operational safety precautions
 - b. For additional O&M Manual requirements, refer to Specification 01 33 00, Submittal Procedures.

D. Submit the following for approval prior to shipping

- 1. Factory hydrostatic pressure test results per testing specified in Article 3.2, TESTING .
- 2. Final Operations and Maintenance Manuals (5 copies).
- 3. Shipping and handling procedures, including actual quantity, weight and nominal dimensions of pallets, wooden spools, metal reels, or other approved packaging as required per Article 3.1.E.

PART 2 - PRODUCTS

2.1 HOSE:

A. Material for hose shall consist of a single homogenous construction of woven polyester fabric plies completely encapsulated by extruded thermoplastic polyurethane cover and lining.

1. Adhesion between the plies and between cover and plies shall be not less than 10 lbs. after immersion in water as measured in accordance with ASTM D380.
2. The hose shall be free of visible cracks, bubbles, holes, foreign inclusions or other injurious defects. It shall be uniform in size, color, and other physical properties. Any hose not meeting these criteria shall be rejected.
3. Hose material shall be resistant to normal corrosive conditions such as ultraviolet light, ozone (50 ppm), free chlorine/chloramine (up to 100 ppm), and petrochemicals.
4. Hose material shall be ANSI/NSF-61 approved for use with potable water.
5. Hose material shall have a shelf life of at least 10 years when stored in non-environmentally controlled storage facility with maximum daytime temperatures up to 120°F.
6. Service temperature range: -58°F to 150°

B. Description:

1. Hose shall have a Hazen-Williams coefficient of at least 110.
2. Weight of the hose shall not exceed:
 - a. 1.5 lbs/linear foot (LF) for 6" hose.
 - b. 3.5 lbs/LF for 12" hose.
3. Working pressure rating shall not be less than:
 - a. 225 psi for 6" hose.
 - b. 150 psi for 12" hose.

C. Physical requirements:

1. Abrasion resistance: The hose cover shall withstand a minimum of 100,000 cycles on a Taber Abraser without exposure of the woven polyester fabric.

2. Leakage: Hose shall not leak more than .06 gal/in-DJA/1000 ft/hr at the specified working pressure rating.
3. Elongation and twist: A hose section , when subjected to an internal hydrostatic pressure not less than the design pressure rating, shall not show elongation greater 3.0% in length, or twist greater than 36° per 100 feet length.
4. Color: Hose shall be blue.

D. Identification:

1. Each hose section shall have at approximately 10-foot intervals the following information in a color that contrasts to the hose color:

EMERGENCY WATER PIPELINE
 Date of manufacture
 Manufacturer's name and product name

E. Hose Length:

1. Hoses shall be provided in 500 ft., 250 ft.,100 ft. and 50 ft. lengths as specified in Tables A & B.
 - a. Proposals for hose lengths other than those specified in Tables A and B shall be submitted during bid period for review and approval. Refer to Section 01 33 00 for Substitution requirements .

TABLE A

12-Inch Diameter Hoses							
Primary Deployment Location	Area	Storage Location	500 ft. Sections	250 ft. Sections	100 ft. Sections	50 ft. Sections	Total Ft.
Fault Crossing 11 (South 30 at Golf Links)	South	USLWTP	3	3	6	3	3,000
Fault Crossing 20 (South 30 at Liberty St.)	South	South Reservoir	6	2	4	2	4,000
Fault Crossing 16 (Central Zone 42" at Birch)	South	South Reservoir	6	2	4	2	4,000
Fault Crossing 15 (Central 60" at El Portal)	North	North Yard	3	3	0	3	2,420
Fault Crossing 4 (Summit Reserv. at Santa Barbara)	Central	Adeline	0	6	0	3	1,650
Alameda or other areas affected by liquefaction	Central	Oakport	2	2	6	9	2,550
TOTAL							17,600

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TABLE B

6-Inch Diameter Hoses							
Primary Deployment Location	Area	Storage Location	500 ft. Sections	250 ft. Sections	100 ft. Sections	50 ft. Sections	Total Ft.
North Area	North	North Yard	3	3	6	3	3,000
South Area	South	South Reservoir	3	5	6	3	3,500
TOTAL							6,500

F. Acceptable Manufacturer and Product

1. TIPSA - Kuriyama Group “Oroflex Aqua.”
2. Or equal as approved by the Engineer.

2.2 HOSE CONNECTORS (12" DIAMETER HOSES):

- A. Each length of 12" diameter hose shall be furnished with 316 stainless steel end-fittings prepared for attachment to grooved 316 stainless steel couplings. Fittings shall be mechanically attached and capable of being removed and reinstalled by field forces using hand tools. In addition to the factory-installed fittings, provide thirty (30) additional fittings (including banding, buckles, and any other materials required) for future use. Provide five (5) tools for installing these fittings (one per storage site).
- B. Couplings shall be Victaulic Style 77S, or equal as approved by the Engineer.
- C. Provide EPDM gaskets with type 316 stainless steel bolts and nuts.

2.3 HOSE CONNECTORS (6" DIAMETER HOSES):

- A. Each length of 6" diameter hose shall be furnished with 316 stainless steel end-fittings prepared for attachment to grooved 316 stainless steel couplings. Fittings shall be mechanically attached and capable of being removed and reinstalled by field forces using hand tools.
- B. In addition to the factory-installed fittings, provide twenty (20) additional fittings (including banding, buckles, and any other materials required) for future use.
- C. Couplings for attaching two hose sections together shall be Victaulic Style 77S, or equal as approved by the Engineer. Quantity shall be 50.
- D. Couplings for attaching hose sections to flange connections shall be Victaulic Style 741, or equal as approved by the Engineer. Quantity shall be 30.
- E. Provide EPDM gaskets with type 316 stainless steel bolts and nuts.

2.4 REDUCER FITTINGS:

- A. Provide the following reducer fittings:
 - 1. 12" x 8", quantity shall be 18.
 - 2. 12"x 10", quantity shall be 18.
- B. Acceptable Manufacturer and Product: Victaulic Style 50-C concentric reducers, or equal as approved by the Engineer:

PART 3 - EXECUTION

3.1 DELIVERY AND HANDLING

- A. Notify the Engineer of the scheduled delivery date after factory test results; shipping and handling procedures; and final O&M manuals have been approved and accepted by the Engineer.
- B. All products shall be transported, handled and stored in accordance with the manufacturer's recommendations.
- C. Deliver units in one piece, factory assembled and tested. All hoses shall be provided with factory-installed grooved end-fittings as specified in Articles 2.3 and 2.4.
- D. All materials that will not be installed the same day as delivered to the site shall be stored in the original manufacturer's packaging. Loose items with no original packaging shall be boxed to protect the products from scratches, abrasion, or breakage.
- E. Hoses shall be shipped on pallets, wooden spools, metal reels, or other approved packaging that allows handling and stacking via a forklift. Hoses in their original shipping packaging shall be suitable for long-term indoor storage in District's storage units.
 - 1. District's storage units have rollup door that are 124" wide and 96" high. The overall height of each shipping package with the hose and end fittings shall be less than 90".
 - 2. Maximum weight of each shipping package with the hose and end fittings shall not exceed 3,000 lbs.
 - 3. Hoses for different storage sites and of different length (as specified in Article 2.2) shall be shipped on separate shipping packages.
 - 4. Label each shipping package for intended site delivery.

F. Protection Prior to Shipping:

1. All products shall be protected from excessive heat, moisture, and other adverse environmental conditions during shipping and handling.

3.2 TESTING

- A. All 12" hose sections shall be factory hydrostatically pressure tested (with fittings attached) at 150 PSI for a minimum of 30 minutes prior to shipment.
- B. All 6" hose sections shall be factory hydrostatically pressure tested (with fittings attached) at 225 PSI for a minimum of 30 minutes prior to shipment.
- C. Leakage shall not exceed the amount allowed in Subparagraph 2.2.C.2 of this Specification Section. Provide to the Engineer copies of successful pressure test records for all lengths of hose to be shipped prior to shipping.

3.3 MANUFACTURER'S FIELD SERVICES

- A. Manufacturer's Representative: the Contractor shall furnish the services of a factory trained field representative designated by the equipment/system manufacturer, who shall be present at the project site to provide the services listed below. The manufacturer's representative shall have superior knowledge of all aspects of the equipment/system being furnished in this section.
 1. Training Services: the manufacturer's representative shall be present at the site and classroom designated by the Engineer, for the minimum number of days listed below.

Person-Days	Manufacturer's Service
2	Training of District personnel (person-days listed is total training days required without the travel time to and from the site and/or classroom): <ul style="list-style-type: none">• 3 training sessions (one each for North Yard, South Yard and Central Yard) .• One person-day is equivalent to 8 hours.

- a. Perform training of District personnel for furnished equipment and systems operation. Develop training program including scheduling, and coordination of training activities and training materials.
- b. Contractor shall plan, coordinate, submit deliverables, and execute the training and demonstration requirements for District personnel responsible

for operating and maintaining or overseeing the operation and maintenance of furnished equipment and systems.

- 1) Contractor shall initiate contact with and arrange to meet with the Engineer to review training requirements, plans, schedules, and other details as determined by the Contractor or Engineer.
 - 2) Contractor shall submit Operations & Maintenance (O&M) Manuals for Engineer review and approval prior to the meeting for all equipment and systems for which technical training is specified. The final approved O&M Manuals shall be provided to the Engineer (in print and electronic format) prior to the meeting.
- c. Training shall include a thorough review of the final approved O&M manual. Topics shall specifically address the maintenance and operation of applicable equipment and systems.
- 1) Review of O&M manual contents including:
 - a) Procedures for contacting the manufacturer's representative for equipment field service
 - b) Procedures for ordering parts
 - c) Discussion of equipment warranty
 - 2) Maintenance of applicable equipment/system including:
 - a) Learning objectives
 - b) Routine and preventive maintenance procedures
 - c) Procedures for storage of hoses
 - d) Maintenance safety precautions
 - e) Field test procedures
 - 3) Operations of applicable equipment/system including:
 - a) Learning objectives
 - b) Discussion of all design features
 - c) Startup, shutdown, and emergency operating procedures
 - i) Procedures for removal of hoses from storage
 - ii) Procedures for deployment, including uncoiling of hoses for

- iii) Procedures for demobilization, including dewatering, retrieval and coiling of hoses after deployment
- d) Operational safety precautions

END OF SECTION

EXHIBIT F
SPECIFICATION 01 33 00

SPECIFICATION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. The requirements of this section apply to all submittals in the Contract Documents.
2. Submit drawings, and data for the Engineer's review which demonstrate fully that the construction, and the materials and equipment to be furnished will comply with the provisions and intent of this Specification. All submittals shall be written in Standard American English and all numerical data, whether in drawings, test reports, engineering calculations, manufacturer's literature, or maintenance manuals, shall be in United States Customary System (USCS) measuring units (foot, pound, gallons, etc.). If original design work was completed in metric units, their equivalent USCS dimension and unit shall be indicated. All submittals, in printed or electronic format, shall be original quality and completely legible. Any obfuscation or loss of clarity of original which may result in ambiguous interpretation is not acceptable.
3. Specific items to be covered by the submittals shall include, as a minimum, the following:
 - a. For mechanical equipment submit all data pertinent to the installation and maintenance of the equipment including shop drawings, manufacturer's recommended installation procedure, detailed installation drawings, test data and curves, maintenance manuals, and other details necessary.
 - b. Substitutions
4. Additional submittals required: See pertinent sections of this specification.
5. For mechanical equipment that require submittals: provide separate submittals for each piece of equipment to be installed at each site. Title the submittals to denote which storage site the equipment pertains to (Oakport, North Yard, East Yard, South Reservoir, etc.).

B. Related sections:

1. 33 14 13.57 Flexible Temporary Water Distribution Hose

1.2 PRODUCT HANDLING

- A. Submittals shall be accompanied by a cover page and shall be in strict accordance with the provisions of this section.
- B. Submit priority of processing when appropriate.
- C. Proposals for “or equal” substitutions made prior to bid opening shall be delivered after coordinating the delivery with the District. Contractor shall coordinate with the District’s Purchasing Division at the following telephone numbers: (510) 287-1253, or (510) 287-2017.

1.3 SUBMITTALS

- A. Submittals shall include the following information:
 1. A copy of the applicable section(s), with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations from specification requirements.
 2. A check mark shall denote full compliance with a paragraph as a whole. If deviations from the specifications are indicated, and therefore requested by the Contractor, each deviation shall be underlined and denoted by a number in the margin to the right of the identified paragraph, referenced to a detailed written explanation of the reasons for requesting the deviation. The Engineer is the final authority for determining acceptability of requested deviations. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the specifications.
- B. Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no further consideration.
- C. Any deviation from the contract documents not specifically requested and clearly identified, although accepted through oversight, may be rejected at any stage of the Work. The Contractor shall, at its own expense, reconstruct all work affected by the later rejection of a contract deviation that was not specifically called out and explained for review and acceptance by the District as detailed above.

PART 2 - PRODUCTS

2.1 SHOP DRAWINGS

- A. Scale required:

1. Make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.
- B. Type of prints required:
1. Make all shop drawing prints in blue or black line on white background. Reproductions of District drawings are not acceptable.
- C. Size of drawings required:
1. The overall dimensions of each drawing submitted to the Engineer shall be equal to one of the District's standard sheet sizes as listed below. The title block shall be located in the lower right hand corner of each drawing and shall be clear of all linework, dimensions, details, and notes.

Sheet Sizes
Height x Width

11" x 8-1/2"
11" x 17"
22" x 34"

- D. Stamp or permanently print on each drawing "Reference EBMUD Drawing _____" and enter the pertinent drawing number.

2.2 COLORS

A. General:

1. Unless the precise color and pattern are specified elsewhere, submit accurate color charts and pattern charts to the Engineer for his review and selection whenever a choice of color or pattern is available in a specified product. Label each chart naming the source, the proposed location of use on the project, and the project name itself.

2.3 MANUFACTURERS' LITERATURE

- A. Where contents of submitted literature from manufacturers include data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.
- B. Clearly mark the literature with the materials and options being provided to illustrate conformance with the specification details.
- C. Provide the complete part number and include the legend containing the descriptive details that define the meaning of each digit of the number.

2.4 SUBSTITUTIONS

A. Engineer's approval required:

1. The contract is based on the materials, equipment, and methods described in the Contract Documents. Any Contractor-proposed substitutions are subject to the Engineer's approval.
2. The Engineer will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data, and all other information required by the Engineer to evaluate the proposed substitution.
3. Where substitutions are proposed for consideration, Contractor shall submit a written request for the substitution and shall show that it is equal to the specified item. The proposed substitution shall be identified separately and included with the required submittal for the item. When submitting a variation or substitution the Contractor warrants that:
 - a. The contract has been reviewed to establish that the substitution, when incorporated, will be compatible with other elements of work.
 - b. The Contractor shall perform all necessary work for making substitutions workable and shall bear any additional cost necessary because of the proposed substitution.
4. Substitutions not specifically requested, although accepted through oversight, may be rejected at any stage of the work. The Contractor shall, at its own expense, reconstruct all work affected by the later rejection of a substitution that was not specifically requested.

2.5 OPERATIONS AND MAINTENANCE MANUALS

- A. See "Table 1: O&M Manual Summary" at the end of this section.
- B. The provisions of this article are considered minimal requirements and do not supersede any requirements in individual sections of this specification.
- C. When O&M manuals are required to be submitted covering items included in this work, prepare all such manuals in approximately 8-1/2" x 11" format in durable, three ring plastic binders. Each manual shall be identical and include at a minimum information identified on the O&M Manual Review Checklist attached in Appendix A. In addition, furnish the following:
 1. Binder Cover: Identification on, or readable through, the front cover stating the District's specification (project) number and project title, District facility or facilities where the equipment will be installed, specification section number, and the system or equipment described in the manual.

2. Binder Spine Label: Include the system or equipment name as shown on the binder cover along with the specification section number.
 3. Title page including applicable equipment tag numbers and equipment manufacturer's name, address, telephone number, and the submittal date. In addition, provide name, address and telephone number of the local manufacturer's representative.
 4. Table of contents organized and referenced to manual section dividers
 5. Complete instructions regarding storage, handling, installation, operation, servicing, and maintenance of all equipment involved
 6. Comprehensive replacement parts list, with complete nomenclature of all replaceable parts, their part numbers, current cost, and name and address of nearest vendor of parts
 7. Detailed description of handling, replacement, and disposal of all fluids and replacement parts
 8. Copies of Safety Data Sheets (SDS) as required
 9. Copies of all guarantees and warranties issued including the start and end dates for the warranty period or conditions for the initial start date and the duration
 10. Copies of drawings with all data concerning changes made during construction
 11. Copies of calculations or reports appropriately prepared including sketches, given or known information with the source of the data, equations with each variable defined and applicable units, cross-references, code/standard references, annotations and footnotes
 12. All field and factory test data
 13. Engineering calculations or reports pertinent to the content of the O&M manual. See Article 2.6 Engineering Calculations or Reports.
 14. Provide a separate section with tab divider for documents developed in the field after the O&M manual has been accepted. These documents include, but not limited to the following: manufacturer's certificate of proper installation, field test results, etc.
- D. Materials shall be word-processed.
- E. For mechanical equipment that require O&M manuals: provide separate O&M manuals for each piece of equipment installed at each site. Title the O&M manuals to denote which site the equipment pertains to (Oakport, North Yard, East Yard, South Reservoir, etc).

- F. Manufacturer's literature shall be originals, or original quality copies. Specifically identify all equipment models and features being provided. Delete or cross out any extra information provided in standard manufacturer's literature that does not apply to the equipment furnished.
- G. Operating and Testing Procedures, and Diagrams: All manufacturers' standard procedures shall be customized or rewritten as necessary to accurately describe the system as it is installed and operated for the project. All diagrams illustrating the system shall be customized to show installed conditions.
- H. Three-hole punch shall not obliterate any information. Reduce original material as necessary to provide a suitable margin for three-hole punching or provide three-hole punched clear plastic pockets for inserting single sheet material.
- I. O&M Manual Review Process
 - 1. Preliminary O&M Manuals: Submit preliminary O&M manuals as searchable Portable Document Format (PDF) for review. The District will return the submittals to the Contractor along with comments identifying necessary corrections or additions to the manuals. The District reserves the right to keep possession of all O&M manuals, and have the Contractor arrange to correct the manuals to comply with the reviewer comments.
 - a. Preliminary O&M manuals shall be submitted and accepted prior to the delivery of the respective equipment or system.
 - 2. Final O&M Manuals:
 - a. The manuals shall not be considered final until the submittal has received a review status of "No Exceptions Taken".
 - 1) Submit the Final O&M Manuals per the requirements of Paragraph 2.5.C.
 - 2) Submit requested number of Final O&M Manual hard copies as shown in Table 1 at the end of this section.
 - 3) Final O&M manuals shall be submitted and accepted prior to Manufacturer's Representative-provided Training milestone.
- J. Electronic Files:
 - 1. After the District has accepted each O&M Manual, an electronic version shall be supplied in addition to the required number of hard copies.
 - 2. Electronic files shall be created in both searchable Portable Document Format (PDF) compatible with Adobe Acrobat version XI and Word format compatible with Microsoft Word 2010 or later. The security features (e.g. password protection) of all submitted files shall be disabled so that the District can perform

future editing without restriction. Custom-developed drawings included in the O&M manuals (i.e. loop diagrams, system interconnection diagrams, etc.) shall also be submitted electronically in both PDF and the native CAD file format for future editing of the drawings by the Engineer. For CAD files, the associated PDF files shall be saved such that all CAD layering is preserved in the PDF file.

3. Electronic versions shall match the hard copy page for page with blank pages deleted. Electronic files shall be converted to PDF directly rather than using optical scanning. For any document not already in electronic format, the documents shall be scanned using optical character recognition to provide searching capability in the document.
4. All electronic files shall be submitted to the Engineer.

2.6 ENGINEERING CALCULATIONS OR REPORTS

- A. Engineering calculations/reports required by this specification shall be based on well-established engineering theories and principles. Each calculation/report shall be a complete and independent package.
- B. The Contractor (or Manufacturer) shall provide the signing Engineer all necessary reference drawings and data required for completion of the calculations.
- C. The calculations/reports shall be comprehensive for each structure or item, in that all calculations/reports are contained within the individual structure or item's calculation/report document (i.e., no calculation/report references to other calculation documents).
- D. Presentation format shall be similar to that described in Article 2.6 – Operations and Maintenance Manuals. As a minimum, all calculations/reports shall be bound in an appropriately labeled binder, and contain the following elements:
 1. Facility title, including substructure number, equipment description, applicable equipment tag number(s), and applicable specification section.
 2. Table of Contents
 3. Introduction, including description of structure or item, purpose of calculation/report, design assumptions with justification, software utilized for the analysis including the version, and codes/standards used
 4. A list of references used to provide the bases for assumptions, equations, or data used in the calculation/report
 5. Calculations or reports appropriately prepared, including sketches and reference drawings, given or known information with the source of the data, equations with each variable defined and applicable units, cross-references, code/standard references, annotations and footnotes

6. When spreadsheets are used, provide referenced equations and the formulas used in the calculations.
 7. Results shall be clearly identified. Summary tables shall be used for large amounts of data (especially if a software application is used)
 8. Final design details, ready for transmittal to design drawings or shop drawings
 9. Seal or signature of Professional Engineer registered in the State of California, as appropriate, of the individual(s) who prepared the calculations/reports
 10. Appendices, including input and output files from computer design, and photocopies of catalog sheets for any special material or equipment (e.g., manufacturer sheet for equipment, ICBO reports for anchors, etc.), and checker markups
- E. When any part of the calculation/report has been prepared by computer software, a copy of the input and output files shall be included as part of the final design calculation.
- F. Shop drawings shall not be submitted until all design calculations/reports have been appropriately reviewed, checked and signed. The checker markups and comments shall also be included in an appendix to each calculation.

2.7 SUBMITTAL QUANTITIES

- A. Submit one (1) electronic copy of the scanned data and drawings in searchable PDF (compatible with Adobe Acrobat version XI).
- B. Submit five (5) copies of each O& M manual unless specified otherwise.

2.8 ELECTRONIC SUBMITTALS

- A. Provide electronic submittals in searchable PDF (compatible with Adobe Acrobat version XI). All portions of the electronic submittals shall be legible and shall be in full color identical to the original material. Provide manufacturer's literature in original electronic file, if available.
- B. Provide one electronic submittal file for each submittal except as noted hereinafter. The electronic submittal file name shall use the following format: submittal number – specification section number - description (e.g.: “001.1-33 14 13.57 – 6” Hoses”). Providing multiple electronic files for a single submittal (except as noted hereinafter) is not acceptable. The Contractor shall merge multiple files into a single electronic file.
- C. For larger submittals containing multiple volumes, submit one electronic file for each hardcopy volume and each electronic submittal file name shall include the corresponding hard copy volume number (e.g. “001.1-33 14 13.57 – 6” Hoses – Volume 3”).

- D. Upon acceptance of the electronic submittal (marked as “No Exceptions Taken”, “Make Corrections Noted”, or “Acknowledged Receipt”), submit three (3) hardcopy sets of the submittal. The hardcopies shall be edited with highlighting, addressing/incorporating District review comments. A revised electronic file shall accompany the hardcopy submission and shall match the hard copy submittal page for page including cover transmittal forms, title pages, and blank pages.
- E. Exceptions requiring hardcopy material initially, are:
1. O&M processing, per Article 2.5
 2. When hardcopy material is originally in a form larger than 11" x 17"; the material shall not only be included in the electronic submittal but shall also be submitted in hardcopy form along with the original electronic submittal required in Paragraphs A and B above. Seven (7) submittal copies of the large materials shall be provided.
- F. The Contractor is solely responsible for verifying that the hardcopy submittal and accompanying electronic submittal are identical and address/incorporate prior Engineer review comments.
- G. All portions of the electronic submittals shall be provided with text searching capabilities whenever possible. For any document not already in electronic format, the documents shall be scanned using optical character recognition to provide text searching capability in the document.
- H. Electronic files shall be submitted to the Engineer via Microsoft SharePoint.

PART 3 - EXECUTION

3.1 GENERAL

- A. Prepare and use a transmittal form for submittals that includes the following information:
1. RFQ# 2511 FLEXIBLE TEMPORARY WATER DISTRIBUTION HOSE
 2. *Date of submittal
- *To: Purchasing Division, Contract Supervisor, MS #102
East Bay Municipal Utility District
P.O. Box 24055
Oakland, CA 94623-1055

Note: All transmittals shall include asterisked items as a minimum to be acceptable for review.

- B. Use a separate transmittal form for each specific item or class of material or equipment within a division for which a submittal is required. Transmittal of a submittal of multiple items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or when items are so functionally related that review of the group as a whole is appropriate.
- C. If a submittal contains multiple items, then each item shall be clearly labeled throughout the submittal or indexed in a manner eliminating confusion in identifying how each item relates to the whole. When submittal items have been assigned a "District equipment tag number" in the contract documents, each tag number shall be included throughout the submittal to clearly associate the specific submittal information to specific tag numbers.
- D. Stamp or permanently print on each submittal the following certification statement.

"I hereby certify that the (equipment) (material) (article) shown and marked in this submittal is that proposed to be incorporated into RFQ #2511, is in compliance with the Contract drawings and specifications, can be installed in the allocated spaces, and is submitted for District (record/review).

Certified by _____ Date _____"

3.2 COORDINATION OF SUBMITTALS

A. General:

- 1. Prior to submittal for Engineer's review, use all means necessary to fully coordinate all material, including the following procedures:
 - a. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
 - b. Coordinate as required with all trades and with all public agencies involved.
 - c. Secure all necessary approvals from agencies having jurisdiction and signify with agency stamp, or other means, that approvals have been secured.
 - d. Clearly indicate all deviations from the Contract Documents.

B. Grouping of submittals:

- 1. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items; the Engineer may reject partial submittals as not complying with the provisions of the Contract Documents.

C. Resubmittals:

- 1. The Contractor shall include a Comment and Response sheet with each resubmittal. The Comment and Response sheet shall be the first item after the

submittal transmittal form. The Comment and Response sheet shall include each review comment (word for word) from the previous submittal cycle, followed by the Contractor's response clarifying how the comment has been addressed in the resubmittal. All responses shall at a minimum have a general description of what new information in the resubmittal addresses the review comment; and where in the resubmittal this new information can be located (tab number, page number, etc).

2. Resubmittals that do not comply with the requirements set forth in subparagraph C.1 above will be returned to the Contractor without review. The Contractor shall resubmit with an appropriate Comment and Response sheet as specified herein.

3.3 TIMING OF SUBMITTALS

- A. Article 3 – Timing of Submittals, is not applicable for proposals for “or equal” substitutions made prior to bid opening.
- B. General:
 1. Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
 2. In scheduling, unless otherwise noted, allow at least twenty (20) work days for the Engineer's review. No time extension will be allowed for the Contract due to time loss in the review process.

3.4 REVIEW BY ENGINEER

- A. Acceptance of each submittal by the Engineer will be general only and shall not be construed as:
 1. Permitting any departures from the contract requirements.
 2. Relieving the Contractor of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.
 3. Approving departures from additional details or instructions previously furnished by the Engineer.
- B. Submittals (excluding manuals and as-built drawings) will be returned to the Contractor marked "No Exceptions Taken", "Make Corrections Noted", "Revise and Resubmit", "Acknowledged Receipt", or “Rejected”, except that in some cases, all copies of a submittal may be returned to the Contractor marked "Returned Without Review". See paragraph 3.4.E for proposals for “or equal” substitutions made prior to bid opening.

1. "No Exceptions Taken" indicates that item covered by the submittal may proceed provided it complies with requirements of the specifications. Final acceptance will depend upon that compliance.
 2. "Make Corrections Noted" indicates that item covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the specifications. Final acceptance will depend on that compliance.
 3. "Revise and Resubmit" indicates that the Contractor shall not proceed with any phase of the item covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations and requirements of the specifications.
 4. "Acknowledged Receipt" indicates that the item is required to be submitted to the Engineer primarily for information or record purposes, and is not subject to Engineer's review.
 5. "Returned Without Review" indicates that the submittal was not reviewed by the Engineer due to the submittal being incomplete, illegible, inadequate, or otherwise failing to conform to the requirements of the specification. Contractor shall prepare a new submittal for this item.
 6. "Rejected" indicates that the submittal proposes an action of which the Engineer does not approve, makes an assertion with which the Engineer disagrees, appears to show intent to violate the terms of the Contract, or is otherwise objectionable to the Engineer and is returned to the Contractor with prejudice.
- C. Resubmit revised drawings or data as indicated unless otherwise specified.
- D. Work requiring the Engineer's review and acceptance shall not begin until the submittals for that work have been returned as "No Exceptions Taken" or "Make Corrections Noted".
- E. Proposals for "or equal" substitutions made prior to bid opening will be evaluated by the Engineer, and if accepted, bidders will be notified by addenda.

3.5 CHANGES TO ACCEPTED SUBMITTALS

- A. A resubmittal is required for any proposed change to a submittal that has been marked "No Exceptions Taken" or "Make Corrections Noted". Changes which require resubmittal include, but are not limited to, drawing revisions, changes in materials and equipment, changes to installation procedures and test data. All resubmittals shall include an explanation of the necessity for the change.
- B. Minor corrections to an accepted submittal may be accomplished by submitting a "Corrected Copy".

3.6 O&M MANUAL SUMMARY LIST

- A. Table 1 is a summary of equipment/systems that require O&M manuals. Additional O&M manuals might be required when specified elsewhere.

Table 1: O&M Manual Summary (Additional O&M manuals might be required in other Sections)		Number of Hard Copy(ies) to Print
Section	System / Equipment, or Facility	
33 14 13.57	Flexible Temporary Water Distribution Hose	5

END OF SECTION