

# EAST BAY MUNICIPAL UTILITY DISTRICT

## REQUEST FOR QUOTATION (RFQ) No. 2001 for WET BARREL FIRE HYDRANTS

Contact Person: John W. Grimes, Buyer II  
Phone Number: (510) 287-0316  
E-mail Address: [john.grimes@ebmud.com](mailto:john.grimes@ebmud.com)

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

**RESPONSE DUE**  
by  
**1:30 p.m.**  
on  
**October 16, 2019**  
at  
**EBMUD, Purchasing Division**  
**375 Eleventh St., First Floor**  
**Oakland, CA 94607**



375 Eleventh Street, Oakland, CA 94607  
Website: [ebmud.com](http://ebmud.com)

# **EAST BAY MUNICIPAL UTILITY DISTRICT**

**RFQ No. 2001**

**for**

**WET BARREL FIRE HYDRANTS**

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**I. STATEMENT OF WORK****A. SCOPE**

It is the intent of these specifications, terms, and conditions to describe requirement to furnish 3,000 dual-outlet (2-1/2" x 4-1/2") wet barrel fire hydrants for new and replacement installations f.o.b. to the District's Oakport Storage Center, 5601 Oakport Street, Oakland, California, as needed and as ordered by the District.

East Bay Municipal Utility District (District) intends to award a three (3)-year contract to the lowest cost bidder(s) whose response meets the District's requirements; beginning approximately November 20, 2019, and ending November 19, 2022 with two (2) options, to be exercised at the sole discretion of the District, to extend the contract for additional one (1)-year periods.

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

- a. Bidder, bidder's principal, or bidder's staff shall have been regularly engaged in the business of providing wet barrel fire hydrants for at least three (3) years.
- b. Bidder shall possess all permits, licenses, and professional credentials necessary to supply product and perform services as specified under this RFQ.

**C. SPECIFICATIONS****1. GENERAL**

- a. Hydrants shall be new, dual-outlet wet barrel model with a 2-1/2" x 4-1/2" nozzle configuration, and designed and manufactured in accordance to meet or exceed specifications of AWWA C-503-18 and AWWA C550-17. Hydrant must substantially conform to the District's hydrant drawings 4829-G-1, 4829-G-2, 4829-G-3, and 9496-GB (with exception that 4-1/2" pumper nozzle may be manufactured on the right side of hydrant, as opposed to specific left side orientation shown on drawings(s) enclosed as part of this proposal. Flange drilling shall be as shown on drawings. Contractor shall furnish all of the materials for the hydrant. Exterior color of hydrant shall be white.
- b. Hydrants should be priced on the Bidding Sheet without the emblem shown on Drawing 4829-G-1. However, in the event the District orders

hydrants which include the emblem as shown on Drawing 4829-G-1, the additional cost for the hydrant with the emblem is requested separately on the Bidding Sheet and will not be used to evaluate bids received by the District under this proposal.

2. APPROVED MODELS

- (1) American AVK 24-72.
- (2) Clow Model 5.
- (3) James Jones J4040.
- (4) Clow 850.
- (5) Or other pre-approved equal.

All rubber components must be made of EPDM or Viton rubber. Buna-N rubber is not acceptable.

Models other than those listed will be considered as part of this bid submittal process, provided that, by September 24, 2019, interested parties shall have submitted substitutions for approval as detailed below:

- a. Proposals for “pre-approved or equal” substitutions requested during the bidding period shall be furnished in writing to:

Purchasing Division, John W. Grimes (MS#102)  
ofc (510) 287-0316, [john.grimes@ebmud.com](mailto:john.grimes@ebmud.com)  
East Bay Municipal Utility District  
P. O. Box 24055  
Oakland, CA 94623-1055

Outside of mailing envelope shall be marked “Submittal Request for Substitution, RFQ No. 1704.” The requests for substitution must be submitted by September 24, 2019.

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

matters. If the substitution is accepted, bidders will be notified by addenda.

3. HYDRANT CAPS

Hydrant caps shall be cast iron and shall have gaskets. Cap threads and gaskets shall comply with NFPA Code 1963.

4. INTERIOR AND EXTERIOR COATING FOR FIRE HYDRANTS, BODIES, AND CAPS

- a. General: Work includes application of a coating system to protect the interior and exterior ferrous metal surface of the hydrant body from corrosion as specified.

REFERENCE:

ANSI/AWWA C-550-17, Protective Epoxy Interior Coatings for Valves and Hydrants, latest edition.

b. Submittals

- (1) Product data: Submit coating manufacturer's current specifications, MSDS data sheets, or technical information that proves compliance with the specified requirements.

c. General Coating Requirements

(1) Qualifications:

- (a) Product data: Submit coating manufacturer's current specifications, MSDS data sheets, or technical information that proves compliance with the specified requirements.
- (b) Workers: Experienced and knowledgeable in preparation for and application of high performance industrial coatings.
- (c) Weather Conditions:
- i. Do not abrasive blast when ambient temperature is less than 5 degrees F above the dew point.
- ii. If any of the four conditions below exist, do not apply the coatings. Ambient temperature and relative

humidity are as measured at the location where the coating is being applied.

- (a) Metal temperature is less than 50 degrees F.
- (b) Ambient temperature is less than 5 degrees F above the dew point.
- (c) Relative humidity is greater than 85 percent.
- (d) For fusion coatings, do not apply coatings to metal surfaces below the manufacturer's recommended application temperature.

(2) Products

(a) Coating System Materials

- i. **The interior coating system shall conform to the requirements of ANSI/AWWA C550, latest edition.** For epoxy coating system, primer, if used, and top coat(s) shall be of the same manufacturer. No exceptions.
- ii. Only thinners and solvents recommended by the manufacturer shall be used for thinning coating material. No exceptions.

(3) Surface Preparation

(a) Hydrant body and caps

- i. The surface of the castings shall be inspected visually and be free of surface defects such as cracks, hot tears, cold shuts, and gas holes.
- ii. Prepare the hydrant body prior to assembly in accordance with the paint manufacturer's technical instructions but not less than specified herein. Surface preparation shall conform to the following:
  - (a) Grind off all excess metal left on the casting, projections, and sharp edges.
  - (b) Remove all casting sand, oil and/or other contaminants deleterious to the coating

system in accordance with the manufacturer's instructions.

- (c) Abrasive blast all ferrous surfaces.
- (d) Mask all corrosion-resistant ferrous mating surfaces, bearings, stem seals, and threads.

(4) Application

- (a) Mix, thin, or fusion-bond and apply all coatings in accordance with the manufacturer's instructions and as specified herein.
- (b) Surface to be painted shall have specified surface preparation at the time of application of coating.
- (c) After each coat and immediately prior to application of a subsequent coat, clean surface as required to remove dirt, dust, overspray, and other contaminants that may affect adhesion of the subsequent coat.
- (d) Final coat shall be well bonded, uniform in color over the entire surface, and smooth to the touch with no sags, runs, overspray, cracks, or other surface defects.
- (e) Coating repair: Touch up or refinish all chipped, abraded, or otherwise unsatisfactory portions of the work in accordance with the manufacturer's recommendations.

5. WORKMANSHIP

Workmanship on all castings and all finished surfaces shall comply with the requirements specified in AWWA C-503-18, Section 4.8, "Workmanship." The District will maintain a sample production hydrant supplied by the manufacturer as a quality standard. This quality standard will be used for comparison to gauge acceptance of production hydrants at receipt inspection.

6. TESTS

Each hydrant shall be tested by the manufacturer before shipping to the requirements of AWWA C-503-18, Section 5.2, "Production Tests" and witnessed by the District as detailed in Section 01 45 27, Table 1.

## 7. DISTRICT QUALITY OVERSIGHT

- a. The District maintains the right to access the Manufacturer's facility for the purpose of audit, surveillance, or inspection. The District will inspect castings and finished parts; witness hydrostatic, production and functional tests; and verify nozzle threads for each hydrant prior to release for shipping.
- b. Manufacturer shall furnish all test equipment and personnel for testing.

## 8. HOSE THREAD AND PENTAGON INSPECTION

- a. Manufacturer shall inspect 100% of all hose threads and stem pentagons with the use of Manufacturer's GO/NO GO gauges. Final acceptance of any questionable parts shall be determined by the District's use of the District Inspector's Master Gauge. The quality of hydrants will be compared to the manufacturer's hydrant standard maintained by the District as described above in paragraph 5, WORKMANSHIP. Hydrants will be released for shipping after the District Inspector has verified those activities and attributes described in Section 01 45 27, Table 1.
- b. Hydrants shall be received without damage such as abrasions to the coating finish, surface marks, or damage to the flange face.
- c. Rejected hydrants shall be reworked or replaced as determined by the District's inspector or its authorized agent. If imperfections or leakage are revealed upon installation, the Manufacturer shall be responsible for all costs for reworking or replacing the defective hydrant(s).

Note: AWWA C-503, Table A-1, and Drawing 4829-G-3 detail thread size which shall be 2-1/2" MS Firehouse Higbee cut and 4-1/2" MS Firehouse Higbee cut.

- d. Manufacturer shall provide upon request, calibration certification of Manufacturer's GO/NO GO gauges IAW Table A.2 of AWWA C503-18. Certification of gauges shall be performed by Pennoyer Dodge, 6650 San Fernando Rd., Glendale, CA 91201 (818)547-2100 or an industry recognized and approved calibration firm.

## 9. PRODUCTION RUNS

- a. **"EACH PRODUCTION RUN WILL BE INSPECTED BY DISTRICT PERSONNEL AT THE Manufacturer's PREMISES AT THE Manufacturer's EXPENSE," as described in Paragraph 6 and 8 above, and Section 01 45 27, "SHOP INSPECTION."** The purpose of inspection is to confirm the hydrants'



conformance to all specifications of this RFQ (for example, casting and hydrostatic testing requirements) prior to shipping. **“Manufacturer SHALL CONTACT THE SUPERVISING PLANT INSPECTOR, 510-287-1132, IN ADVANCE OF THE START OF FABRICATION AS DEFINED IN SECTION 01 45 27 TO INSURE AN INSPECTOR CAN BE ON SITE FOR EACH PRODUCTION RUN.”**

10. OUTLET NOZZLE

Outlet nozzles shall be securely installed so as to withstand a torque of 300 foot-pounds in either direction.

11. VALVE STEMS

Valve stems shall be manufactured per District standard drawings 4829-G-2 and 4829-G-3 or shall be per manufacturer's specifications, but in any case hydrants shall have stem pentagons that conform to 4829-G-2 either by machining or by use of an attached nut.

Additionally, the bid shall include a price schedule for machined valve stems in the District standard size at centerline of taper without the use of attached nuts. Use of nuts will not result in a change in standard stem size.

12. SHIPPING

Hydrants shall be received without damage, abrasions to the paint finish, or surface marks. Hydrants are to be banded together on pallets with protective material in place to prevent direct contact of hydrant-to-hydrant or hydrant-to-band. Shipments of hydrants shall be in single tiers only. No load is to be placed on top of any hydrant.

D. SPECIAL REQUIREMENTS

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

1. COMPARISON OF BIDS

Bids will be compared and award made to the responsive/responsible bidder offering the lowest total cost to the District, including discounts. Bidders **MUST INCLUDE** the following with their bids:

- a. Certification that the hydrant being offered meets all specifications of AWWA C-503-05 or conforms to the District's hydrant drawings 4829-G-1, 4829-G-2, 4829-G-3, and 9496-GB (with exception that 4-1/2" pumper

nozzle may be manufactured on the right side of hydrant, as opposed to specific left side orientation shown on drawings[s]).

- b. An exploded bill of materials for the hydrant (including special tools), sorted by part number, description, and price per part; the District may need parts from time to time to repair hydrants. If special tools or any other things are required in order to use the hydrant, but are not included in the bid price, Bidder shall so state. Hydrants must be maintainable in field conditions.

#### E. INSPECTION

The District will inspect and witness tests of all hydrants at the manufacturer's facility as detailed in Section 01 45 27, "Shop Inspection," Table 1. Accepted hydrants will be marked as released for shipping by the District Inspector. 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.

The District reserves the right-of-access to the Contractor's facility to verify conformance to this specification at the Contractor's expense. See Section 01 45 27 for travel expense reimbursement requirements.

#### 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  | September 11, 2019        |
| Deadline For Submission of Questions                          | September 17, 2019        |
| Deadline For Submittal of Proposed Pre-Approval Substitutions | <b>September 24, 2019</b> |
| Addendum to Announce Pre-Approved Equivalents (if necessary)  | October 1, 2019           |

|  |                                       |
|--|---------------------------------------|
| <b>Response Due</b>                    | <b>October 16, 2019, by 1:30 p.m.</b> |
| <b>Anticipated Contract Start Date</b> | November 20, 2019                     |

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

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. 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.

C. PRICE ADJUSTMENTS

Prices shall be firm for the initial one-year term of the contract. Thereafter, the District may consider price increases in determining compensation once per each anniversary date of the contract, or when the District exercises its option(s) to extend the terms of this Agreement. Price decreases can be submitted at any time during the terms of this Agreement.

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) work days after the District issues the Notice of Intent to Award. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from bidders or potential bidders only.

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

Bid protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the name and/or number of the bid, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

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

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

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

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

E. METHOD OF ORDERING

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

F. TERM / TERMINATION / RENEWAL

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

G. WARRANTY

1. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and

specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material, and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance, payment, or contract termination for any reason, by the District.

#### H. INVOICING

1. Payment will be made within thirty (30) days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services.
2. The District shall notify Contractor of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized products and/or services description.
4. The District will pay Contractor in an amount not to exceed the total amount quoted in the RFQ response.

### IV. RFQ RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

#### A. DISTRICT CONTACTS

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

##### TECHNICAL SPECIFICATIONS:

Attn: Thomas Reinhart, Materials Storage Supervisor  
EBMUD-Purchasing Division/Material and Supplies  
E-Mail: [thomas.reinhart@ebmud.com](mailto:thomas.reinhart@ebmud.com)  
PHONE: (510) 287-0426

##### CONTRACT EQUITY PROGRAM:

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

##### AFTER AWARD:

Attn: Thomas Reinhart, Materials Storage Supervisor  
EBMUD-Purchasing Division/Material and Supplies  
E-Mail: [thomas.reinhart@ebmud.com](mailto:thomas.reinhart@ebmud.com)

PHONE: (510) 287-0426

**B. SUBMITTAL OF RFQ RESPONSE**

1. Responses must be submitted in accordance with Exhibit A – RFQ Response Packet, including all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.
2. Late and/or unsealed responses will not be accepted.
3. RFQ responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFQ responses or those sent by electronic mail (“e-mail”).
4. RFQ responses will be received only at the address shown below, must be SEALED, and must be received at the District Purchasing Division by 1:30 p.m. on the due date specified in the Calendar of Events. Any RFQ response received after that time or date, or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

All RFQ responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFQ responses.

5. RFQ responses are to be addressed/delivered as follows:

**Mailed:**

Kelley Smith, Manager of Purchasing  
East Bay Municipal Utility District  
Wet Barrel Fire Hydrants  
RFQ No. 2001  
EBMUD–Purchasing Division  
P.O. Box 24055  
Oakland, CA 94623

**Hand Delivered or delivered by courier or package delivery service:**

Kelley Smith, Manager of Purchasing  
East Bay Municipal Utility District  
Wet Barrel Fire Hydrants  
RFQ No. 2001  
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. 2001 – WET BARREL FIRE HYDRANTS**

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

From: \_\_\_\_\_  
(Official Name of Bidder)

#### **RFQ RESPONSE PACKET GUIDELINES**

- **BIDDERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFQ RESPONSE WITH ORIGINAL INK SIGNATURES AND ONE (1) COPY CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
  - **EXHIBIT A – RFQ RESPONSE PACKET**
    - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”**
  - **EXHIBIT B – INSURANCE FORMS**
- **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.**



## **BIDDER INFORMATION AND ACCEPTANCE**

1. The undersigned declares that all RFQ documents, including, without limitation, the RFQ, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFQ documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFQ.
4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the bidder, as set forth in this RFQ Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the bidder is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and associated RFQ documents.
6. It is the responsibility of each bidder to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFQ response, the bidder certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: Contractors who do business with the District shall hold the District, its Directors, officers, agents, and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFQ Response Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the District prior to execution of an agreement by the District, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFQ.
9. The undersigned acknowledges that RFQ responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFQ response or part thereof so marked. RFQ responses submitted in response to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.
10. The undersigned bidder hereby submits this RFQ response and binds itself on award to the District under this RFQ to execute in accordance with such award a contract and to furnish the bond or bonds

and insurance required by the RFQ. The RFQ, subsequent Addenda, bidder's Response Packet, and any attachments, shall constitute the Contract, and all provisions thereof are hereby accepted.

11. The undersigned acknowledges **ONE** of the following (please check only one box)\*:

- ☐ Bidder is not an SBE and is ineligible for any bid preference; **OR**
- ☐ Bidder is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, is requesting a 7% bid preference, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

\*If no box is checked, it will be assumed that the bidder is ineligible for bid preference and none will be given. For additional information on SBE bid preference, please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Bidder (exactly as it appears on Bidder's corporate seal and invoice): \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Joint Venture       |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership         |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____                  |  |

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer (printed): \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_



## BID FORM(S)

Cost shall be submitted on this Bid Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the contractor, if licensed to collect, or otherwise directly to the State.

No alterations or changes of any kind to the Bid Form(s) are permitted. RFQ responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFQ process.

Quantities listed herein are based on past usage.

| Description  | Unit of Measure | Quantity | Unit Cost | Extended Cost |
|--|-----------------|----------|-----------|---------------|
| Fire hydrants as specified herein, without emblem<br>(EBMUD #032070)<br><br>_____ Mfr. Name _____ Model #<br><br>(Please write in the name and model number of the<br>approved hydrant you are bidding.) | each            | 3,000    | \$ _____  | \$ _____      |
| TOTAL COST   |                 |          |           | \$ _____      |

### OPTIONAL INFORMATION BELOW\* - not to be used in the determination of the lowest bid

Unit price premium for machined valve stems as described in SPECIFICATIONS Section,  
Paragraph 11 - VALVE STEMS

\$ \_\_\_\_\_/each\*

Additional unit price charge and minimum quantity for emblem,  
per Drawing #4829-G-1

\$ \_\_\_\_\_/each\*

Minimum Qty: \_\_\_\_\_



## 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. **Benchmark Product Submission:** Contractor shall submit, with their bid package or prior to award, and at no cost to the District, sample product(s) which meet or exceed the requirements of this RFQ and are indicative of all future products of this type that will be received by the District. The District shall retain benchmark products which will be used to compare against future deliveries in order to assess quality and consistency.
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. **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.

5. **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.**

6. **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. 2001 – WET BARREL FIRE HYDRANTS

**Bidder Name:** \_\_\_\_\_

**Bidder must provide a minimum of 3 references.**

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

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

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

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

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





## EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

### RFQ No. 2001 – WET BARREL FIRE HYDRANTS

Bidder Name: \_\_\_\_\_

List below requests for clarifications, exceptions, and amendments, if any, to the RFQ and associated RFQ Documents, and submit with bidder's RFQ response. **The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFQ response disqualification.**

| Reference to: |         |          | Description                         |
|---------------|---------|----------|-------------------------------------|
| Page No.      | Section | Item No. |                                     |
| p. 23         | D       | 1.c.     | <i>Bidder takes exception to...</i> |
|               |         |          |                                     |
|               |         |          |                                     |
|               |         |          |                                     |
|               |         |          |                                     |
|               |         |          |                                     |
|               |         |          |                                     |
|               |         |          |                                     |
|               |         |          |                                     |
|               |         |          |                                     |
|               |         |          |                                     |

\*Print additional pages as necessary



## **CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY**

The District's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the District. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities, and to all contractors regardless of their race, gender or ethnicity.

All Contractors and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers, and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

**Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

All Contractors shall include the nondiscrimination provisions above in all subcontracts.

Please include the required completed forms with your bid.

Non-compliance with the Guidelines may deem a bid non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines.
- 2) Filling out and submitting with your bid the appropriate forms.

The CEP guidelines and forms can be found at the following direct link:

**[Contract Equity Guidelines and Forms](#)**

The CEP guidelines and forms can also be downloaded from the District website at the following link:

**<http://ebmud.com/business-center/contract-equity-program/>**

If you have questions regarding the Contract Equity Program please call (510) 287-0114.



## EXHIBIT B

# INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – RFQ Response Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the District, prior to award.

For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.

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.

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

### INSURANCE

#### A. Insurance Requirements

CONTRACTOR shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by the District. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence work until such insurance has been approved by the District. The certificates shall be on forms approved by the District. Acceptance of the certificates shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease the liability of CONTRACTOR. The District reserves the right to require CONTRACTOR to provide insurance policies for review by the District.

#### B. Workers Compensation Insurance

CONTRACTOR shall take out and maintain during the life of the Agreement Workers Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, the District will accept a Self-Insured Certificate from the State of California. CONTRACTOR shall require any subcontractor to provide it with evidence of Workers Compensation Insurance.

Waiver of Subrogation. Workers' Compensation insurance must contain a waiver of subrogation endorsement providing that each insurer waives any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, officers, officials, agents, volunteers, and employees. CONSULTANT shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

C. Commercial General Liability Insurance

CONTRACTOR shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If CONTRACTOR elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, CONTRACTOR is required to notify the District immediately. Any request to self-insure must first be approved by the District before the changed terms are accepted. CONTRACTOR shall require any subcontractor to provide evidence of liability insurance coverages.

The amounts of insurance shall be not less than the following:

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- Automobile.

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- General Liability.

The following coverages or endorsements must be included in the policy(ies):

1. The District, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers explosion, collapse, and underground hazards.
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned* and hired automobiles.
10. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

## GENERAL REQUIREMENTS

### CONTENTS

1. DEFINITIONS
2. BOND
3. CONTRACTOR'S FINANCIAL OBLIGATION
4. SAMPLES OR SPECIMENS
5. MATERIAL AND WORKMANSHIP
6. DEFECTIVE WORK
7. WARRANTY OF TITLE
8. WARRANTY OF FITNESS
9. SAFETY AND ACCIDENT PREVENTION
10. CHARACTER OF WORKFORCE
11. PREVAILING WAGES & DIR REGISTRATION
12. PAYROLL RECORDS & ELECTRONIC SUBMISSION
13. HOURS OF LABOR
14. EMPLOYMENT OF APPRENTICES
15. CHANGES
16. EFFECT OF EXTENSIONS OF TIME
17. DELAYS
18. TERMINATION
19. DAMAGES
20. ORDER OF PRECEDENCE
21. INDEMNIFICATION/RESPONSIBILITY
22. PROHIBITION OF ASSIGNMENT
23. NEWS RELEASES
24. SEVERABILITY
25. COVENANT AGAINST GRATUITIES
26. RIGHTS AND REMEDIES OF THE DISTRICT
27. WAIVER OF RIGHTS
28. CONFIDENTIALITY

#### 1. DEFINITIONS

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

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

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

## 2. BOND

- a. When required in the District’s bid or proposal solicitation documents, the Contractor to whom award is made shall furnish a good and approved faithful performance bond and/or payment bond within ten business days after receiving the forms for execution.
- b. The bonds shall be executed by a sufficient, admitted surety insurer (i.e.: as listed on website [http://interactive.web.insurance.ca.gov/webuser/idb\\_co\\_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)) admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will be

returned to the Contractor.

- c. If, during the continuance of the Contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten days after notice. If the Contractor fails to provide satisfactory sureties within the ten-day period, the Contract may be terminated for cause under Article 18.

### **3. CONTRACTOR'S FINANCIAL OBLIGATION**

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

### **4. SAMPLES OR SPECIMENS**

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

### **5. MATERIAL AND WORKMANSHIP**

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

### **6. DEFECTIVE WORK**

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

### **7. WARRANTY OF TITLE**

Contractor shall warrant to the District, its successors and assigns, that the title to the materials, supplies or equipment covered by the Contract, when delivered to the District or to its successors or assigns, is free from all liens and encumbrances.

## **8. WARRANTY OF FITNESS**

Contractor hereby warrants that all materials furnished shall meet the requirements and conditions of the Contract Documents; shall be fit for the purposes intended and fulfill its design functions; be free of all patent and latent defects in design, materials and workmanship; and perform satisfactorily. It is understood and agreed that by acceptance of this warranty and the acceptance of the materials or supplies to be manufactured or assembled pursuant to these specifications, the District does not waive any warranty either expressed or implied in Sections 2312 to 2317, inclusive, of the Commercial Code of the State of California or any products liability of the Contractor as determined by any applicable decision of a court of the State of California or of the United States.

## **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](http://www.dir.ca.gov) for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on, or offering to perform work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- c. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required to post job site notices, "as prescribed by regulation" (LC § 1771.4).
- d. To the extent applicable, pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section 1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at [www.dir.ca.gov](http://www.dir.ca.gov).
- e. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type



of worker employed on the Work.

- f. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- g. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- h. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages include employer payments for health and welfare, pension, vacation, travel, subsistence and, in certain instances, apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations.
- i. The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- j. The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of its payment of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.
- k. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

## **12. PAYROLL RECORDS & ELECTRONIC SUBMISSION**

- a. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.

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

### **13. HOURS OF LABOR**

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

- a. Eight hours of labor constitutes a legal day's Work under the contract.
- b. The time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Article 13.iv below.
- c. The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of this Article and the provisions of Labor Code, Sections 1810, et seq.

- d. Work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- e. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.

#### **14. EMPLOYMENT OF APPRENTICES**

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

#### **15. CHANGES**

- a. Changes in the Work can only be made in writing signed by an authorized employee of the District. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the Contract, an adjustment may be made as determined by the Project Manager.
- b. The District reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.
- c. Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or

change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order preparation costs if the Contractor's proposal is not accepted by the Project Manager.

- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.
- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

## **16. EFFECT OF EXTENSIONS OF TIME**

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

## **17. DELAYS**

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its

operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures).
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the District, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:
  - i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
  - ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

## **18. TERMINATION**

- a. Termination by the District for Cause:

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

- iii. Upon any of the occurrences referred to in Article 18.a.i. above, the District may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the District may deem expedient. If requested by the District, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the District may remove or store, and after 90 days sell, any of the same at the Contractor's expense. District shall pay to the Contractor the portion of the contract price allocable to Work completed in accordance with the Contract before the effective date of termination.
- 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/RESPONSIBILITY**

- a. Contractor shall indemnify, keep and save harmless the District and each of its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:
  - i. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this Contract; or
  - ii. Any allegation that materials or services developed, provided or used for this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

- b. Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same.
- c. This indemnification shall survive termination or expiration of the Contract.

## **22. PROHIBITION OF ASSIGNMENT**

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract.

## **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.

## RFQ 2001 EXHIBIT D

### SECTION 01 45 27

#### SHOP INSPECTION

##### PART 1 - GENERAL

###### 1.1 DESCRIPTION

###### A. Work Includes:

1. Provide the District's Plant Inspection Section with advanced notification for Short Term (three consecutive weeks or less at one facility), and Long Term (more than three consecutive weeks at one facility) inspection assignments, and reimburse the District for travel expenses described in this Section.
2. Provide notification to the District's Plant Inspection Section of all work performed in the manufacturing, assembly, and coating plants; provide safe access to all areas where work is being performed.
3. The District reserves the right to use Third Party Inspectors in lieu of District personnel. All aspects of this section shall also apply to District contracted Third Party Inspectors.
4. For Long Term assignments provide the following:
  - a. Adequate office space including desk, office chair, lighting, and climate control;
  - b. A large format (up to 11 X 17 paper size) printer/scanner/copier and paper and printer supplies for the duration of the assignment;

###### B. Manufacturers and its Material Suppliers shall ensure that there shall be adequate lighting, ventilation, and safety procedures in place to permit safe and thorough inspection at all times.

###### C. All inspection and measurement tools and equipment employed by Manufacturers or Material Suppliers shall be made available to the District and remain in the area for inspection, and shall be subject to regular inspection and verification by the Contractor that such tools and equipment are properly calibrated and in an operable condition.

###### D. Manufacturers and its Material Suppliers shall identify in writing the person responsible for the receipt and coordination of all Inspector communications. A representative from the Manufacture or Material Supplier responsible for Quality

## RFQ 2001 EXHIBIT D

Control shall be present and available to the District Inspector at all times during the course of inspections.

- E. Manufacturers and its Material Suppliers shall respond promptly to address and correct all fabrication and inspection processes to comply with the Contract Documents. Corrective measures undertaken by the Manufacturers and/or Material Supplier shall be documented and the documentation made available for review, inspection and copying by the District at all times.
- F. See individual sections, listed in Article 1.4, Table 1 for specific processes requiring shop inspection.

### 1.2 WITNESS NOTIFICATION

- A. The Manufacturer shall provide advanced written notification including the following information:
  - 1. Details of materials, parts or components to be inspected/tested;
  - 2. Name and location of shop to be visited;
  - 3. Shop's contact information;
  - 4. Proposed dates for those processes described in this and related Sections (Quality Control) for each shop location.
  - 5. Shop hours and number of shifts per day of inspection.
- B. The shop where the inspections and tests will occur shall contact the District Plant Inspection Section at (510) 287-1132 to schedule all shop inspections. Visits will be scheduled based on Engineer's availability.
- C. Notification Schedule:

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| ONE-WAY DISTANCE<br>FROM OAKLAND | SHORT TERM<br>ASSIGNMENTS  | LONG TERM<br>ASSIGNMENTS   |
|----------------------------------|----------------------------|----------------------------|
| less than 75 miles               | 5 work days<br>in advance  | 15 work days<br>in advance |
| 75 to 200 miles                  | 10 work days<br>in advance | 15 work days<br>in advance |
| greater than 200 miles           | 15 work days<br>in advance | 20 work days<br>in advance |
| international                    | 30 work days<br>in advance | 30 work days<br>in advance |

- D. Shift work outside of standard first shift work hours (7 AM to 5 PM), including changes to previously staffed shift work (excluding cancelation of shift work); require advanced approval by the District. Following approval by the District, shift work shall start no sooner than the first Monday following 10 work days' notice for locations up to 200 miles from Oakland, and the first Monday following 15 work days' notice for locations over 200 miles from Oakland.
- E. If the required notification is not given, the District will schedule the witness inspection at its convenience and the activity to be witnessed shall not proceed until the District arrives or the District notifies the Manufacturer that it is choosing to waive its witness inspections. In the event that the required notification is not given and the activity has occurred in the absence of the Engineer, the Engineer may reject the processes completed to date and require the activity to be redone.
- Delays resulting from failure to provide the required notification will be non-excusable. Expenses incurred by delays; repeat of the work process; or to correct unacceptable work shall be borne by the Manufacturer.
- F. Out of Country Inspection and Witnessing
- Equipment and items of supply that are subject to witness inspection by the District as identified in Article 1.4, "Witness Schedule" and other contractually required work and all places to be used for their production or testing, shall be available to District personnel. The District's decision that such equipment, items, or work cannot be safely inspected or observed, including a decision that the country, area, or facility in which production or testing is to occur may not be safe for District personnel

shall be final and shall preclude the Manufacturer's utilization of such country, area or facility. The District will consult the US Department of State website

(<https://travel.state.gov/content/passports/en/alertswarnings.html>) for "Travel Advisories" to countries and regions to determine the safety of international travel. Areas with travel advisories shall not be considered for procurement of items that require District inspection.

G. Confidentiality or Non-Disclosure Agreements

1. Facilities that require execution of a Confidentiality or Nondisclosure Agreement (NDA) shall submit a copy of the agreement for review to the District through the submittal process for the project or purchase agreement prior to requesting District inspection. The NDA will be considered an agreement between the District (not individual inspectors) and the requesting company. The requirements of the California Public Records Act shall supersede the terms of any NDA and language to that effect will be included in the NDA by the District.

1.3 TRAVEL EXPENSES

- A. The Supplier/Manufacturer shall include in the bid price all travel expenses for the District Inspector to conduct the witness inspections noted if any of the inspections are to be performed at a locality exceeding 125 miles one way from Oakland, CA.
- B. Travel expenses include hotel lodging at an establishment rated three diamond or better by American Automobile Association (AAA), or comparable listing, and a minimum \$66 meal and incidental expenses allowance per day, or at the rate established by US General Services Administration (for domestic) or US Department of State (for international), whichever is greater, for the duration of the trip.
- C. If travel exceeds 200 miles one way from Oakland, CA, in addition to the expenses described in 1.3.B, travel expenses shall also include round trip direct route coach airfare from Oakland, CA; San Francisco, CA; Sacramento, CA; or San Jose, CA Airports to manufacturer's plant or testing facility, mid-sized car rental or taxi services, fuel, tolls, ground transportation to and from the airport, and airport parking at the departing airport; the following expenses shall apply as determined by the Engineer:
  1. For international or travel outside the continental United States, per diem rates are those established by the US Department of State for the specific location and dates of travel. Travel expenses may include the direct cost of securing passports, visas, language interpreters, document translators, communications, and internet access.

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2. If weekend stays are requested to defray transportation costs, reimbursement for the Engineers' stay over the weekend will include meal allowance, hotel expenses, phone and internet access charges, rental car or transportation charges to and from eating establishments, laundry service, language interpreters, or other necessary business expenses or services.
  3. Reimburse the District for any inspection that has to be repeated due to repair or rework of unacceptable work. Reimbursement shall include District Engineers' wages, or if done by a District agent, the agent's complete invoice for the needed inspection.
- D. All fees incurred such as airline reservation change fees, loss of fare due to purchase of nonrefundable tickets, hotel cancellation/rebooking fees, etc., due to Contractor-requested changes to the inspection schedule after the initial notification shall be borne by the Contractor.

### 1.4 WITNESS SCHEDULE

- A. The District will witness the following processes as specified in the applicable specification sections listed below or as required elsewhere in the Contract Documents. For purposes of estimating, anticipate that one Engineer will cover only one shift of shop inspection work per plant site. The costs for additional inspection required by the operation of more than one work shift per day or by more than one shop inspection site per day shall be included in the bid costs.

| RFQ<br>Number | Table 1 – Witness Schedule   |
|---------------|--|
| 2001          | Wet Barrel Fire Hydrants – Inspect casting and finish parts; witness hydrostatic testing, production and functional test; verify interior and exterior coating for hydrants bodies and caps, verify nozzle threads for each hydrant prior to release for shipping. |
|               |  |

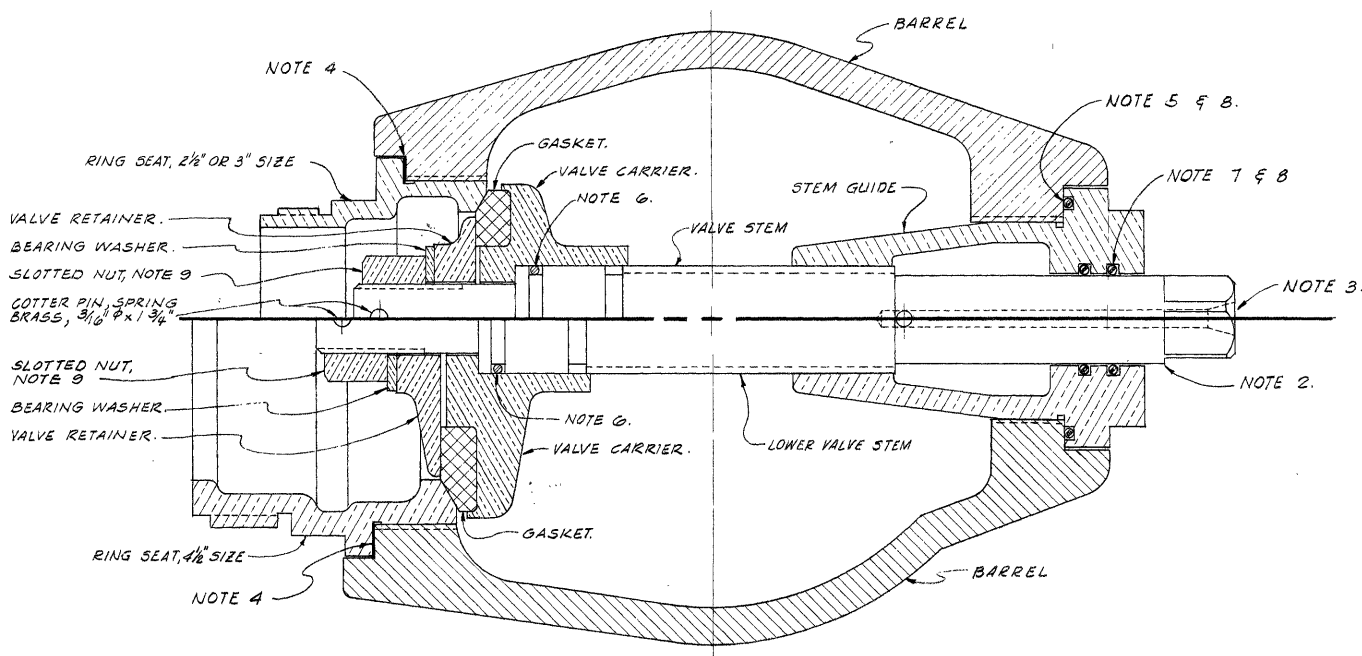
PART 2 - NOT USED

PART 3 - NOT USED

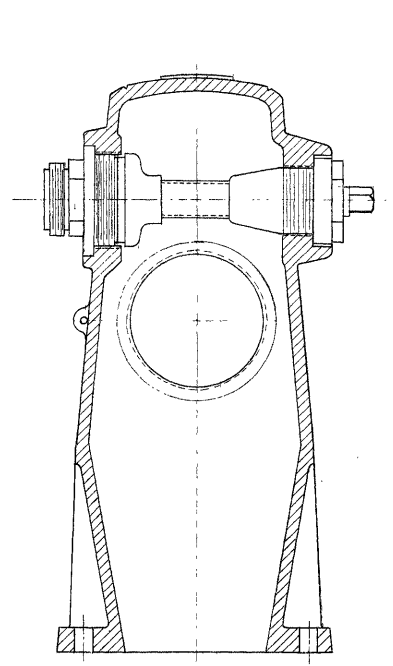
END OF SECTION



EXHIBIT E

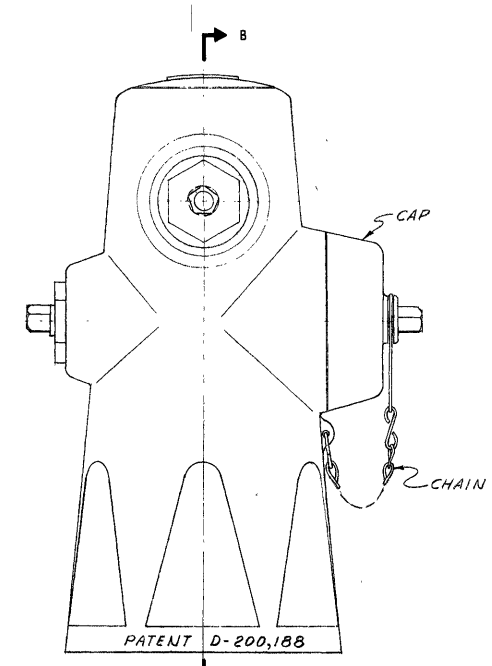


COMPOSITE SECTION SHOWING 4 1/2", 3" & 2 1/2" OUTLETS  
3/4" = 1"



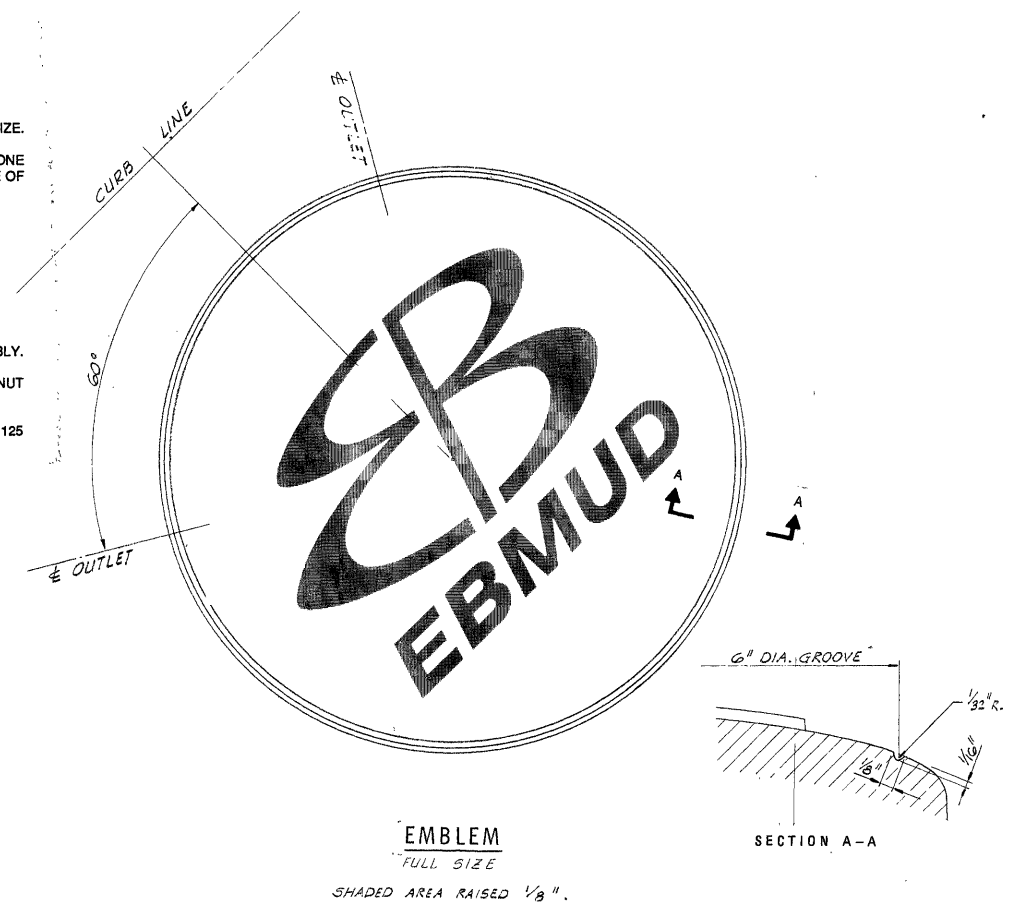
SECTION B-B

TWO-WAY FIRE HYDRANT  
3" = 1'-0"



ELEVATION

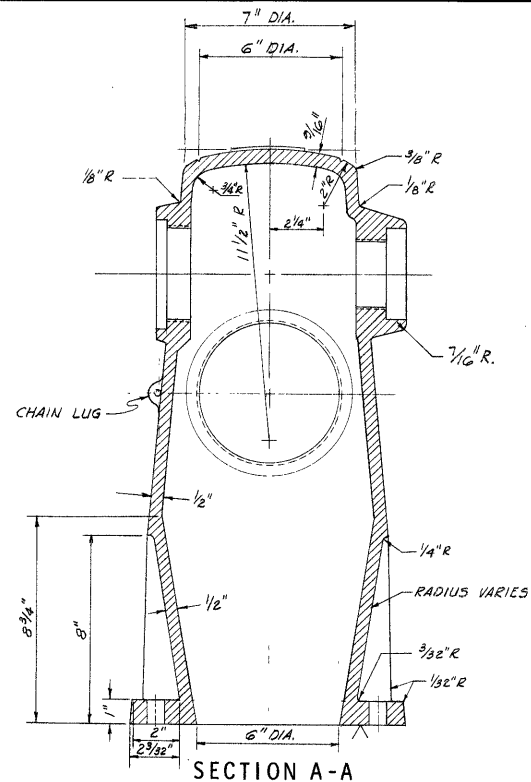
- NOTES:
1. UNLESS OTHERWISE SPECIFIED, TOLERANCES ARE:  
FRACTIONS  $\pm 1/32"$   
DECIMALS  $\pm 0.010"$
  2. LOWER VALVE STEM IS ALWAYS USED FOR LOWER OUTLETS REGARDLESS OF OUTLET SIZE.
  3. 1/8" PIPE PLUG - HEX SOCKET. AFTER ASSEMBLY FILL STEM GUIDE CAVITY WITH KEYSTONE GRAPHITE GREASE, MEDIUM GRADE, BY INSERTING ALEMITE FITTING #1834 IN PLACE OF PIPE PLUG. REPLACE PIPE PLUG PRIOR TO HYDROSTATIC TESTING.
  4. HARD FIBER GASKET.
  5. O-RING, NATIONAL 6230-13, PARKER OR EQUAL.
  6. O-RING, NATIONAL 6227-23, PARKER OR EQUAL.
  7. O-RING, NATIONAL 6227-22, PARKER OR EQUAL.
  8. COAT O-RINGS WITH KEYSTONE GRAPHITE GREASE, MEDIUM GRADE, BEFORE ASSEMBLY.
  9. TORQUE SLOTTED NUT TO 80 FT-LBS, BACKOFF, RE-TORQUE TO 50 FT-LBS, ADJUST NUT CLOCKWISE TO THE NEXT SLOT IN NUT AND INSTALL COTTER PIN.
  10. WRENCH FLATS ON VALVE STEMS SHALL BE MACHINED TO A SURFACE ROUGHNESS OF 125 MICROINCHES AARH.



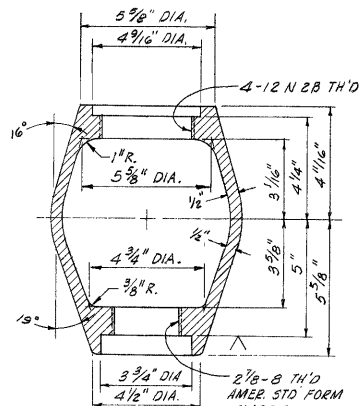
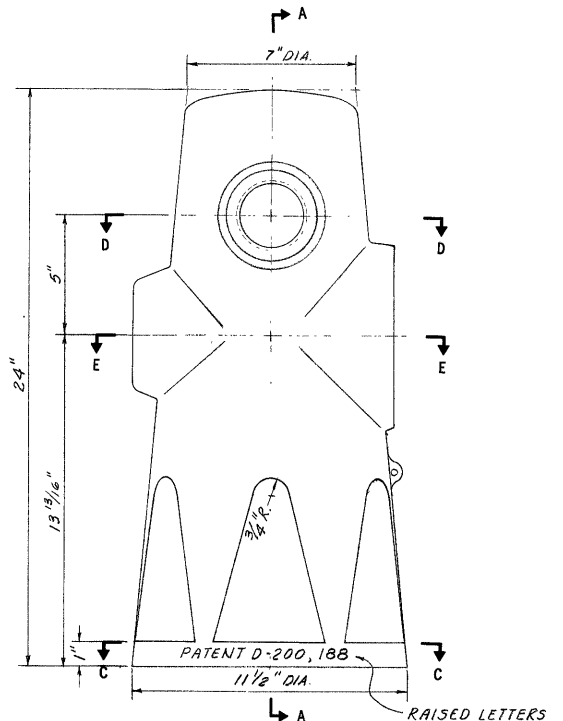
EMBLEM  
FULL SIZE  
SHADED AREA RAISED 1/8"

PATENT D-200,188 ISSUED TO EAST BAY MUNICIPAL UTILITY DISTRICT ON JANUARY 26, 1965

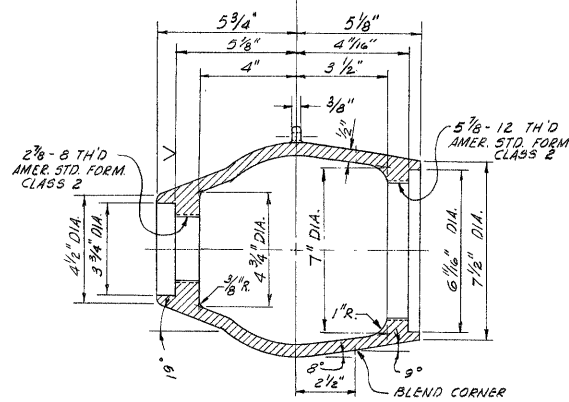
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|   |  |  |  | APPROVED <u>W. Carville</u><br>CHIEF ENGINEER R. E. NO. 969  |  |  |  | EAST BAY MUNICIPAL UTILITY DISTRICT<br>OAKLAND, CALIFORNIA |  |  |  |
| 168-A TYPICAL PUMPING TEE AND HYDRANT CONNECTION<br>561-B FIRE HYDRANT INSTALLATION OVER BASEMENT AREA<br>322-B STANDARD HYDRANT ELBOWS<br>191-EA STANDARD FIRE HYDRANT INSTALLATIONS<br>REFERENCE DRAWINGS |  |  |  | DESIGNED BY E. CARVILLE<br>DRAWN BY T.W. BYRNE<br>CHECKED BY <u>J. J. Hayes</u><br>CORROSION CHECK BY <u>J. Westerman</u><br>PROJECT ENGR. <u>J. Westerman</u><br>SUPERVISOR MECH. & ELEC. DESIGN <u>L. W. Hayes</u>   |  |  |  | STANDARD DRAWING<br>WET BARREL FIRE HYDRANT                |  |  |  |
| 21 FEB 73 REVISED NOTES & SECTIONS<br>18 NOV 63 REVISED CAP.<br>31 AUG 65 ADDED PATENT NOTE<br>13 JAN 65 ADDED NOTE 10<br>31 MAR 64 RELOCATED BOLT RECESSES & EMBLEM  |  |  |  | MANAGER DESIGN-ENGR. <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. Westerman</u><br>MANAGER <u>J. 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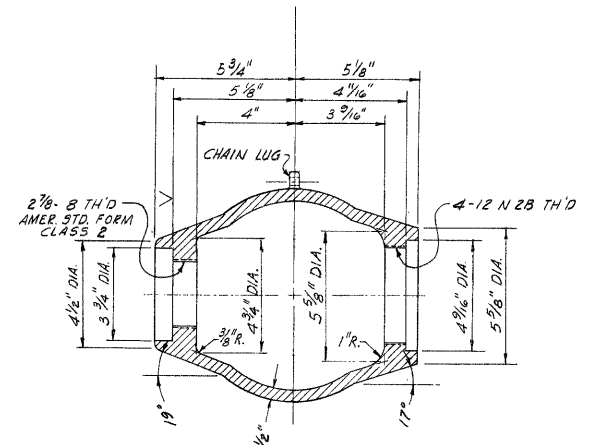
SECTION A-A



SECTION D-D



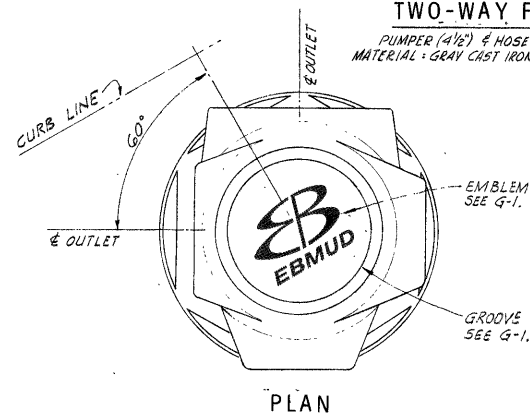
SECTION E-E



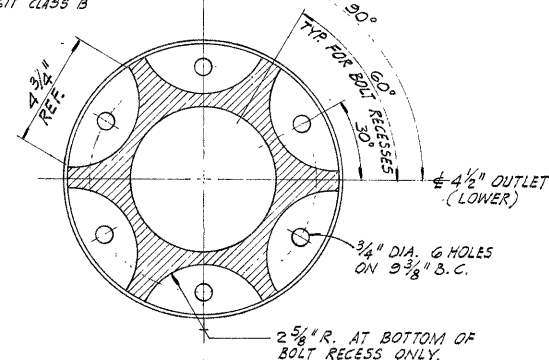
SECTION F-F

# TWO-WAY FIRE HYDRANT.

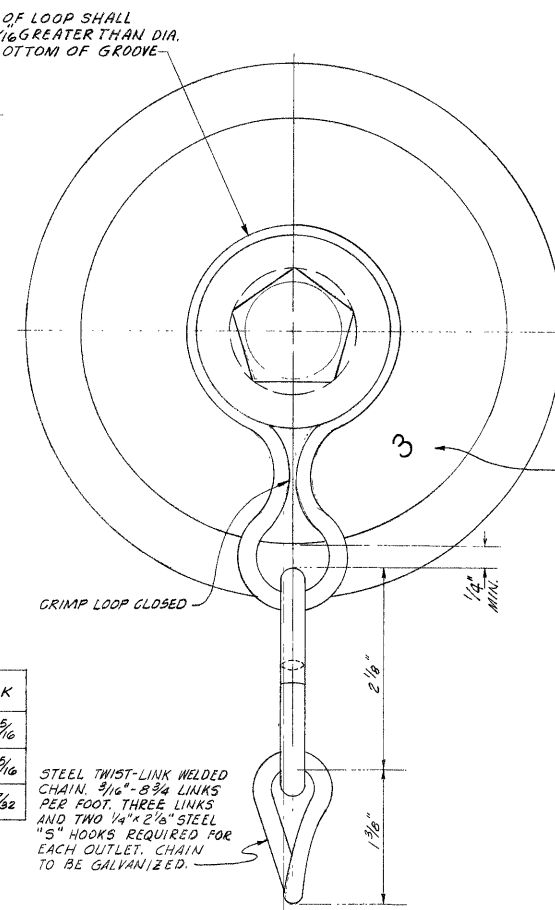
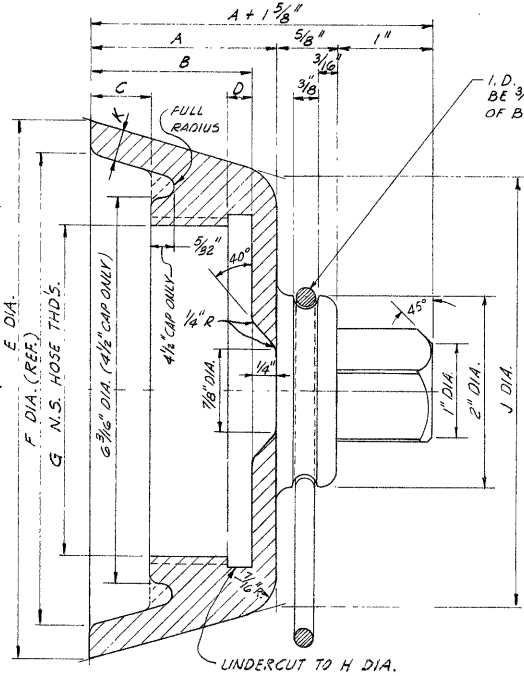
PUMPER (1/2") & HOSE OUTLET 2 1/2" OR 3"  
MATERIAL: GRAY CAST IRON, ASTM SPEC. A-126-61T CLASS B



PLAN



SECTION C-C



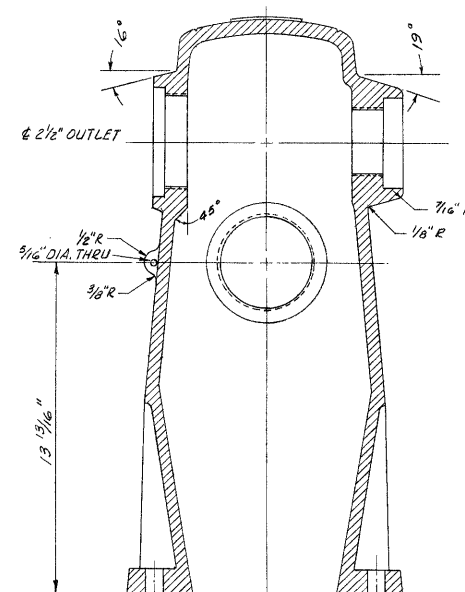
# LAYOUT OF PENTAGON FOR VALVE STEM & NOZZLE CAP

NUMERAL 3 IN 3/8" HIGH RAISED LETTERS ON 3" CAP ONLY

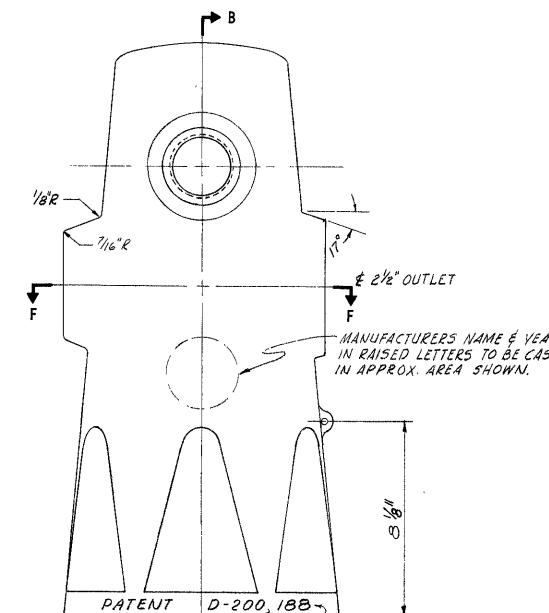
NOTE: STEM PENTAGON TOLERANCE = ± 0.031"

PATENT D-200,188 ISSUED TO EAST BAY MUNICIPAL UTILITY DISTRICT ON JANUARY 26, 1965.

APPROVED: *[Signature]* CHIEF ENGINEER R. E. NO. 969



SECTION B-B



SECTION D-D

# TWO-WAY FIRE HYDRANT

2 HOSE OUTLETS - 2 1/2" OR 3"  
MATERIAL: GRAY CAST IRON, ASTM SPEC. A-126-61T CLASS B

| OUTLET SIZE | A      | B      | C   | D   | E      | F     | G     | H     | J     | K    |
|-------------|--------|--------|-----|-----|--------|-------|-------|-------|-------|------|
| 2 1/2       | 1 1/16 | 1 1/16 | 1/2 | 1/2 | 5 3/16 | 4 7/8 | 2 1/2 | 3 1/8 | 4 3/8 | 5/16 |
| 3           | 1 1/16 | 1 3/16 | 1/2 | 1/2 | 5 3/16 | 4 7/8 | 3     | 3 1/8 | 4 1/2 | 5/16 |
| 4 1/2       | 2 1/4  | 1 5/16 | 5/8 | 1/2 | 7 3/8  | 7 1/2 | 4 1/2 | 5 3/8 | 6 1/2 | 7/32 |

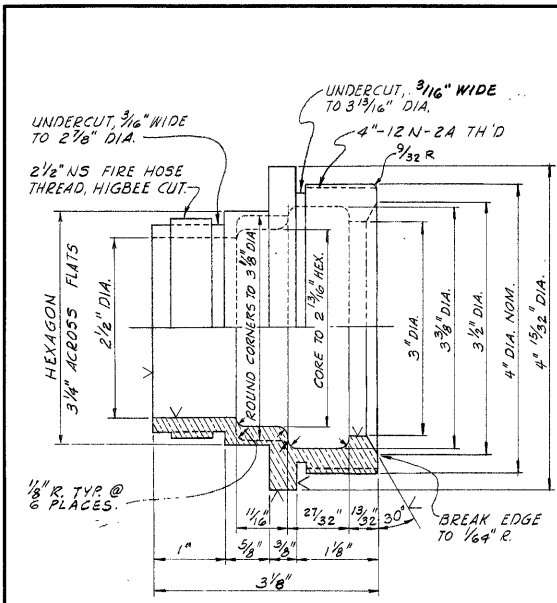
CAP  
FULL SIZE  
3" OUTLET CAP SHOWN  
MATERIAL: GRAY CAST IRON, ASTM SPEC. A-126-61T CLASS B

STEEL TWIST-LINK WELDED CHAIN, 3/16" - 5 3/4" LINKS PER FOOT, THREE LINKS AND TWO 1/4" x 2 1/8" STEEL "S" HOOKS REQUIRED FOR EACH OUTLET. CHAIN TO BE GALVANIZED.

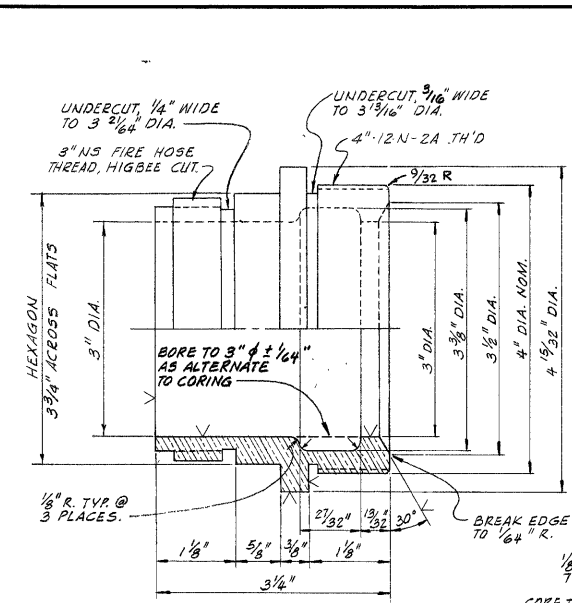
| NO. | DATE      | REVISION                                  | BY | APP. |
|-----|-----------|---|----|------|
| 1   | 10 OCT 92 | ADDED MATCHING TOLERANCE                  |    |      |
| 2   | 19 OCT 89 | REVISED EMBLEM                            |    |      |
| 3   | 15 JUL 86 | DELETED WELD ON LOOP                      |    |      |
| 4   | 25 JUL 66 | REV CAP & CHAIN LUG                       |    |      |
| 5   | 18 NOV 65 | REV CAP & 4 1/2" OUTLET                   |    |      |
| 6   | 13 AUG 65 | REV'D LOOP, ADDED NR TO CAP & PATENT NOTE |    |      |
| 7   | 13 JAN 65 | REVISED CAP                               |    |      |
| 8   | 13 MAR 64 | RELOCATED BOLT RECESSES & EMBLEM          |    |      |

|                               |                      |
|-------------------------------|----------------------|
| DESIGNED BY                   | E. CARVILLE          |
| DRAWN BY                      | T.W. BYRNE           |
| CHECKED BY                    | P. H. H. H.          |
| CORROSION CHECK BY            | H. W. H. H.          |
| PROJECT ENGR.                 | P. H. H. H.          |
| SUPERVISOR                    | M. H. H. H.          |
| MANAGER                       | P. H. H. H.          |
| STRUCTURE OR ZONE DESIGNATION |                      |
| SCALE                         | 3/4" = 1' & AS SHOWN |
| DATE                          | 25 NOV 63            |

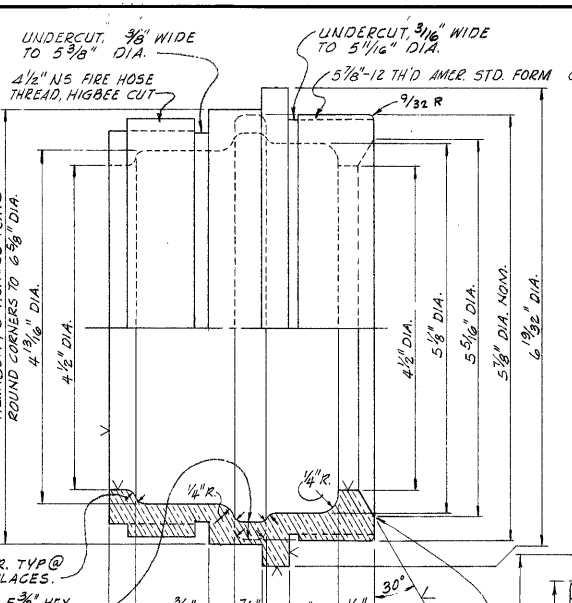
|  |  |
|--|--|
| EAST BAY MUNICIPAL UTILITY DISTRICT<br>OAKLAND, CALIFORNIA |  |
| STANDARD DRAWING<br>WET BARREL FIRE HYDRANT                |  |
| BARREL DETAILS   |  |
| 4829-G-2   |  |



2 1/2" SIZE

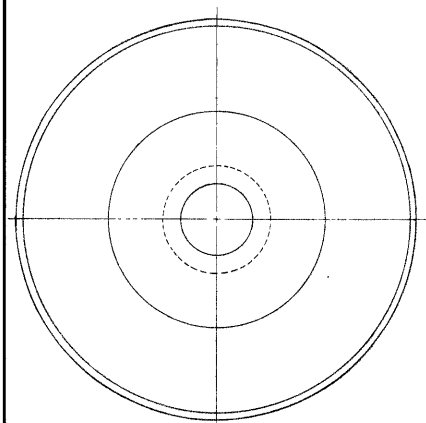


3" SIZE



4 1/2" SIZE

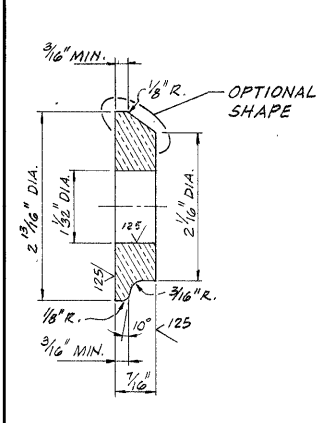
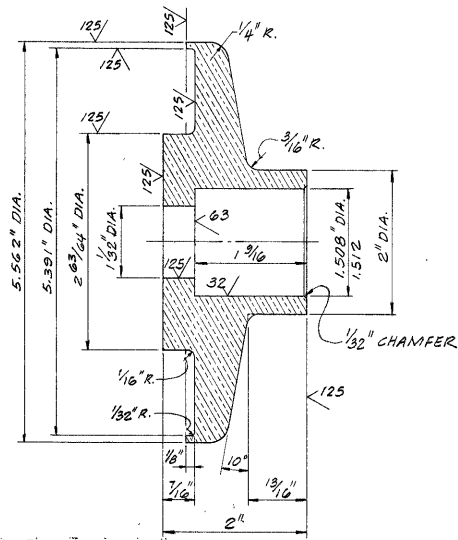
MATERIAL: VALVE BRONZE, ASTM SPEC. B61 OR B62



4 1/2" SIZE

VALVE CARRIER

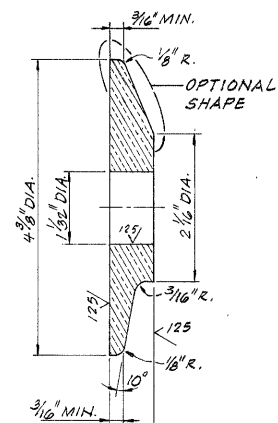
MATERIAL: BRONZE ASTM B61 OR B62



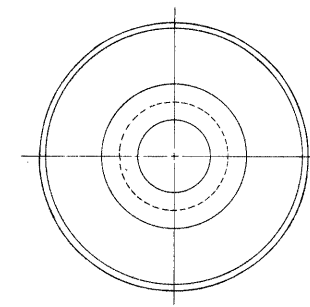
2 1/2" & 3" SIZE

VALVE RETAINER

MATERIAL: BRONZE ASTM B61 OR B62



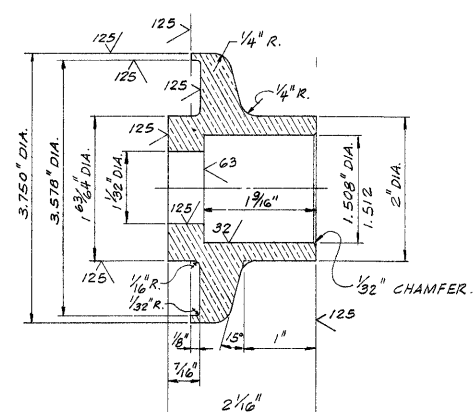
4 1/2" SIZE



2 1/2" & 3" SIZE

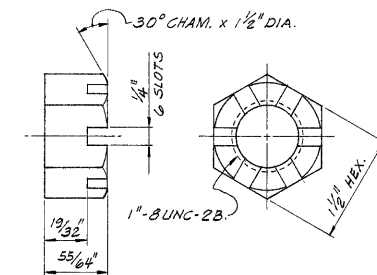
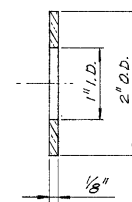
VALVE CARRIER

MATERIAL: BRONZE ASTM B61 OR B62



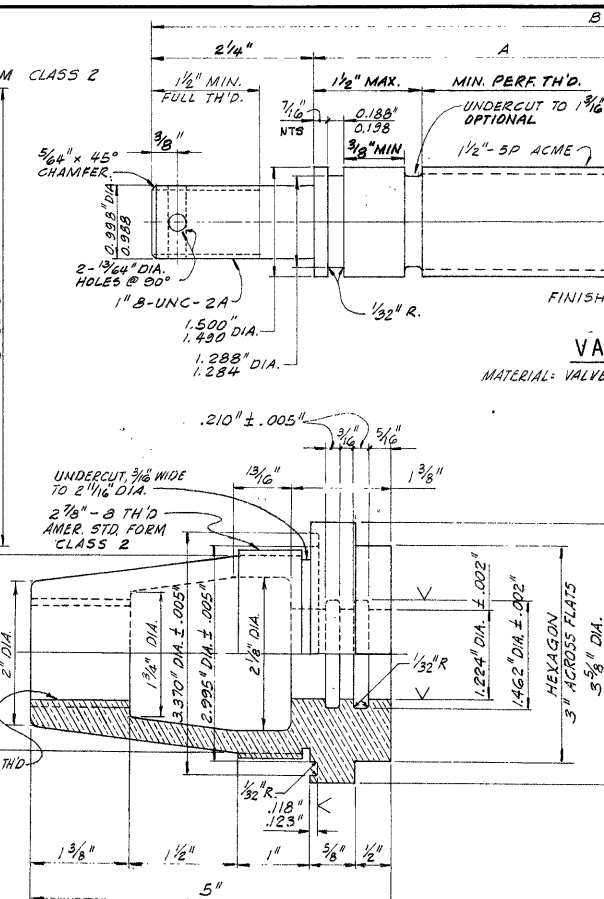
BEARING WASHER

MATERIAL: BRONZE (OIL IMPREGNATED) ASTM B438



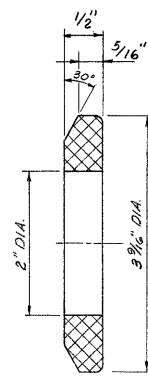
SLOTTED NUT

MATERIAL: STAINLESS STL.

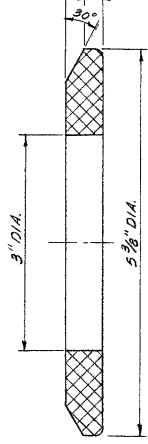


VALVE STEM

MATERIAL: VALVE BRONZE, ASTM SPEC. B61 OR B62



2 1/2" & 3" SIZE



4 1/2" SIZE

GASKET

MATERIAL: GARLOCK 7041 OR EQUAL  
ASTM - D2000-706  
SPECIFICATIONS ARE 25 ABB LIME/ZZE3  
21 - DUROMETER 95 ± 5 SHORE Q  
(8 SEC. DRIFT)  
12-A13, B13, L14 TO MEET GRADE & REQMTS.  
23-TENSILE STRENGTH 2500 PSI MIN.

PATENT D-200, 188 ISSUED TO EAST BAY MUNICIPAL UTILITY DISTRICT ON JANUARY 26, 1965

APPROVED: *[Signature]*  
CHIEF ENGINEER R.E. NO. 969

|  |  |
|--|--|
| EAST BAY MUNICIPAL UTILITY DISTRICT<br>OAKLAND, CALIFORNIA |  |
| STANDARD DRAWING<br>WET BARREL FIRE HYDRANT                |  |
| VALVE DETAILS  |  |
| 4829-G-3   |  |

|           |   |                                  |
|-----------|---|----------------------------------|
| 12 DEC 91 | ADDED MACHINING NOTE ON PENTAGON  | DESIGNED BY E. CARVILLE          |
| 15 JUL 86 | ADDED B62 TO VALVE STEM, ADDED OPTIONAL VALVE RETAINERS                 | DRAWN BY T.W. BYRNE              |
| 3 MAR 78  | REV. RING SEAT RADIUS, & STEM GROOVE                                    | CHECKED BY J.C. Whipple          |
| 17 SEP 75 | REV. CARRIER, RETAINER & STEM   | CORROSION CHECK BY A. Westerback |
| 27 APR 73 | REV. NUT, SEAT, STEM, & RETAINER  | PROJECT ENGR. RAB                |
| 21 FEB 73 | REV. CARRIER, RETAINER, STEM, GASKET                                    | SUPERVISOR MECH. & ELEC. DESIGN  |
| 23 MAR 72 | ADDED B62 & STEM SHOULDER WAS 375                                       | MANAGER                          |
| 25 JUL 66 | REV. UNDERCUTS  | MANAGER                          |
| 31 AUG 65 | REV. CARRIER & GASKET & ADDED NOTE                                      | MANAGER                          |
| 13 JAN 65 | REVISED CARRIER, STUD & NUT. ADDED DIMENSION TOLERANCES TO SEAT & CONE. | MANAGER                          |
| NO.       | DATE  | REVISION                         |
| BY        | APP.  | WATER PROD. & DIST.              |

STRUCTURE OR ZONE DESIGNATION  
SCALE 3/4" = 1"  
DATE 25 NOV 63

