

# EAST BAY MUNICIPAL UTILITY DISTRICT

## REQUEST FOR QUOTATION (RFQ) No. 1720 for CONSTRUCTION EQUIPMENT

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

**RESPONSE DUE**  
by  
**1:30 p.m.**  
on  
**February 14, 2018**  
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. 1720**

**for**

**CONSTRUCTION EQUIPMENT**

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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 and deliver various construction equipment f.o.b. the District's Heavy Equipment Garage, 1199 – 21<sup>st</sup> Street, Oakland, California, as ordered and needed during the three (3)-year period beginning approximately April 1, 2018 and ending March 31, 2021, with two (2) options, to be exercised at the sole discretion of the District, to extend the contract for additional one (1)-year periods.

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

### **B. BIDDER QUALIFICATIONS**

#### **1. Bidder Minimum Qualifications**

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

### **C. SPECIFICATIONS**

Please refer to the following pages of individual specifications for the construction equipment, that are comprised of Schedules I through XVII:

## SCHEDULE I

### MULTI TERRAIN LOADER

#### GENERAL DESCRIPTION

The current District standard is the Kubota SVL95-2SHF. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT, BY NO LATER THAN 1/25/2018. CONTACT JASON NOSSARDI, 510-287-0878, TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

#### EQUIPMENT DESCRIPTION

New model of current production Multi Terrain Loader, Kubota SVL95-2SHF or District pre-approved equivalent, to include all standard equipment and all specified below additional equipment. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications.

1. CARB Certified Final Tier IV 96 HP 4 cylinder, 4 cycle turbo-charged diesel engine
2. Spin-on replaceable oil and fuel filters, two stage air filter
3. Hydrostatic – with planetary final drives
4. Low and high range travel speeds
5. Brakes are spring applied and hydraulically released
6. Pilot-operated joystick controls
7. Open ROPS/FOPS operator structure
8. Operators compartment entry / exit grab handles and steps
9. 17.7" wide rubber tracks
10. Adjustable suspension seat with retractable seat belt
11. Strobe light kit
12. Front and rear work lamps
13. Cab mounted rear view mirror
14. Back up alarm / horn
15. Instrumentation to include: hour meter, engine temperature gauge, fuel level gauge
16. 80" Heavy duty low profile standard floor bucket (16.8 Cu.Ft.) with cutting edge.

## SCHEDULE II

### 39 INCH VIBRATORY PAVING ROLLER

#### GENERAL DESCRIPTION

The current District standard is the Caterpillar CB22B. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT, BY NO LATER THAN 1/25/2018. CONTACT JASON NOSSARDI, 510-287-0878, TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

#### EQUIPMENT DESCRIPTION

New model of current production Caterpillar CB22B, or District pre-approved equivalent to include all the following MINIMUM equipment:

1. Minimum operating weight of 5,600 lbs
2. Minimum of 36 HP, maximum 38 HP Tier IV Final CARB diesel engine
3. Foldable ROPS (ability to lower without tools)
4. Foldable canopy (ability to lower without tools)
5. Battery disconnect switch
6. Traction control
7. Sliding (forward/back, right/left) suspension seat with safety switch
8. Maximum width of roller drum will be 39 inches
9. Maximum length 101"
10. Maximum height 102"
11. Overall width 44"
12. Drum diameter 28"
13. Curb clearance 24"
14. Ground clearance 11"
15. Minimum centrifugal force per drum 2,800 lb
16. Maximum centrifugal force per drum 6,500 lb
17. Three vibration frequency options
18. Maximum travel speed 7.5 MPH
19. Minimum fuel tank capacity 17 gallons
20. Multi-function control panel with LCD display and vandalism protection.
21. Instrumentation to include: Engine coolant temp, electric hour meter, engine oil

- pressure,
- 22. Backup alarm
- 23. Neutral safety switch
- 24. Water system with 62 gallon tank, variable spray modes, triple filtration and self adjust, spring Loaded scrapers
- 25. Front and rear facing work lights
- 26. Stop/turn/tail/hazard lights
- 27. Strobe light mounted on top of canopy
- 28. Hydrostatic drive
- 29. Hydrostatic brakes
- 30. Secondary braking will be spring applied, hydraulic released (each drum)
- 31. Articulated steering
- 32. Two operator manuals
- 33. Technical service, repair and parts manuals to be included (CD/DVD versions acceptable)
- 34. Basic operator and maintenance training to be included, minimum of four hours.
- 35. Manufacturer's standard paint. No dealer decals.
- 36. Standard 12 month, unlimited hours warranty
- 37. Extended 36 month, 3,000 hour powertrain and hydraulics warranty to be included

## SCHEDULE III

### 47 INCH VIBRATORY PAVING ROLLER

#### GENERAL DESCRIPTION

The current District standard is the Caterpillar CB24B. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT, BY NO LATER THAN 1/25/2018. CONTACT JASON NOSSARDI, 510-287-0878, TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

#### EQUIPMENT DESCRIPTION

New model of current production Caterpillar CB24B, or District pre-approved equivalent to include all the following MINIMUM equipment:

1. Minimum operating weight of 6,000 lbs
2. Minimum of 36 HP, maximum 38 HP Tier IV Final CARB diesel engine
3. Foldable ROPS (ability to lower without tools)
4. Foldable canopy (ability to lower without tools)
5. Battery disconnect switch
6. Traction control
7. Sliding (forward/back, right/left) suspension seat with safety switch
8. Maximum width of roller drum will be 47 inches
9. Maximum length 101"
10. Maximum height 106"
11. Overall width 52"
12. Drum diameter 28"
13. Curb clearance 24"
14. Ground clearance 11"
15. Minimum centrifugal force per drum 3,200 lb
16. Maximum centrifugal force per drum 7,400 lb
17. Three vibration frequency options
18. Maximum travel speed 7.5 MPH
19. Minimum fuel tank capacity 17 gallons
20. Multi-function control panel with LCD display and vandalism protection.

21. Instrumentation to include: Engine coolant temp, electric hour meter, engine oil pressure,
22. Backup alarm
23. Neutral safety switch
24. Water system with 62 gallon tank, variable spray modes, triple filtration and self adjust, spring loaded scrapers
25. Front and rear facing work lights
26. Stop/turn/tail/hazard lights
27. Strobe light mounted on top of canopy
28. Hydrostatic drive
29. Hydrostatic brakes
30. Secondary braking will be spring applied, hydraulic released (each drum)
31. Articulated steering
32. Two operator manuals
33. Technical service, repair and parts manuals to be included (CD/DVD versions acceptable)
34. Basic operator and maintenance training to be included, minimum of four hours.
35. Manufacturer's standard paint. No dealer decals.
36. Standard 12 month, unlimited hours warranty
37. Extended 36 month, 3,000 hour powertrain and hydraulics warranty to be included



## SCHEDULE IV

### TRACTOR LOADER

#### GENERAL DESCRIPTION

The current District standard is the John Deere 210L. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT, BY NO LATER THAN 1/25/2018 . CONTACT JASON NOSSARDI, 510-287-0878, TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

#### EQUIPMENT DESCRIPTION

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

1. Engine:
  - a. Four Cylinder, turbocharged, isolation mounted diesel engine shall be designed and built by the manufacturer
  - b. Engine shall be certified to EPA Final Tier 4 emissions
  - c. Engine shall have a individually replaceable, wet-sleeve cylinder liner design to dissipate heat for reduced ring wear and oil breakdown.
  - d. Engine displacement shall be no less than 4.5 liters (276 cu. in.)
  - e. Engine rated net peak power (ISO9249) shall be no less than 93 hp @ 2,244 rpm
  - f. Engine shall have an electronically controlled high pressure common rail (HPCR) fuel delivery system and be B20 Biodiesel compatible.
  - g. Engine shall have a serpentine belt with automatic belt tensioner reducing required maintenance
  - h. Under-hood engine air cleaner shall be dry type, dual element with evacuator valve, restriction sensor and in-cab restriction warning light
  - i. The tractor shall have a one-piece tilt hood for easy engine access without having to remove engine side shields

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

## 2. Powertrain:

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

- o. Manufacturer must provide a Power Takeoff (PTO) option - 55 hp 5400 rpm
- p. Park brake when applied shall disengage the transmission and shall not be able to be "driven through" and will automatically apply when engine is shut off.

3. Hydraulic System:

- a. The hydraulic fittings shall have "O"-ring face seal connectors to secure a tight, leak-free seal
- b. The hydraulic filter shall be no more than 6 micron and will be vertically mounted, spin on design for ease of installation and leak-free replacement.
- c. Hydraulic pump shall be 25.3 GPM gear pump, open center system with integral priority valve

4. Electrical System:

- a. The tractor shall have a 12 volt system with 120 amp alternator
- b. Dual maintenance free batteries shall be included, 12 volt, 1900 CCA, 300-min. rated reserve with disconnect and jump posts
- c. The machine shall have blade type, multi-fused circuits
- d. The starter shall have a bypass start safety cover
- e. Canopy will have a rotating pivotable beacon
- f. Unit shall be equipped with LED driving/working lights, (4) front driving/working; (4) rear; (2) side docking lights. The front lights shall be adjustable.

5. Operator station:

- a. Unit shall be equipped with Canopy, Solid Mounted, ROPS/FOPS Left Access, with 2 Post ROPS & Steel Roof
- b. Access to the cab shall be from the right and left side with protected, wide, rigid, self-cleaning steps and ergonomically located hand-holds
- c. 3" retractable seat belt shall be provided
- d. Operator manual storage compartment, interior rearview mirror
- e. The monitor system shall have audible and or visual warnings for: service code indicator, engine coolant temperature, engine oil pressure, STOP indicator, torque converter oil temp, engine rpm, system voltage, job timer, and machine information.
- f. The key start switch will have an electric fuel shut-off
- g. The monitor will have a multi-language (English, French and Spanish) digital monitor for diagnostics (including diagnostic messages and fault code readings), calibrations and machine information.
- h. The seat shall be suspension vinyl swivel, rotating with flip-up armrests, backrest angle adjustment and lumbar support.

6. Loader:

- a. Lift Capacity at Full Height with a heavy-duty bucket, wheel weights and box blade shall be at least 4,932 lbs
- b. Dump Clearance @ 45 deg. shall be no less than 8 ft 8 in
- c. Digging depth below ground, 1.3 cu yd bucket level shall be no less than 5.8"
- d. The loader shall have hydraulic self-leveling and bucket-level indicator.
- e. The loader shall have divergent loader arms for excellent visibility to the bucket
- f. A single lever with integrated proportional electrohydraulic control of auxiliary loader operation shall be included from the factory when machine is equipped with auxiliary hydraulics. Lever is also equipped with clutch disconnect, momentary MFWD and MFWD on/off.
- g. The loader shall have 1 central 4-in-1 mounted ring for lifting
- h. The loader shall have a non-removable, hinged loader boom service lock.

7. General Specifications:

- a. Vandal protection shall cover the instrument panel. Engine hood, toolbox, hydraulic reservoir, and fuel filler shall be lockable.
- b. The tilt hood shall have two service positions for easy operation
- c. An easy to read periodic maintenance and grease chart shall be easily accessible on the machine.
- d. Fuel tank capacity shall be no less than 30 gallons and shall be accessible from the ground and lockable.
- e. Fluid levels should be easily checked by sight gauges, dipsticks or overflow tank.
- f. Unit shall be equipped with ride control to act as a shock absorber, smoothing travel over rough terrain and increasing percentage bucket fill to dump while reducing Operator fatigue.
- g. The loader shall come equipped with 12-16.5, 8 PR front tires and 16.9-24, 8 PR, R4 rear tires
- h. The tractor should have optional off-road tires offered for department preference
- i. Factory installed fluid sampling valves will come installed

8. Dealer and Warranty Requirements:

- a. Responsible Dealer shall have represented this manufacturer in this market uninterrupted for a minimum of 10-years for stability and reliability
- b. Responsible Dealer shall have a Parts counter available locally with online Parts ordering as an option and Parts pick-up available during normal business hours

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

## SCHEDULE V

### BACKHOE LOADER

#### GENERAL DESCRIPTION

The current District standard is the John Deere 410L. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT, BY NO LATER THAN 1/25/2018. CONTACT JASON NOSSARDI, 510-287-0878, TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

#### EQUIPMENT DESCRIPTION

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

1. Engine:
  - a. Four Cylinder, turbocharged, isolation mounted diesel engine shall be designed and built by the manufacturer
  - b. Engine shall be certified to EPA Final Tier 4 emissions
  - c. Engine shall have a individually replaceable, wet-sleeve cylinder liner design to dissipate heat for reduced ring wear and oil breakdown.
  - d. Engine displacement shall be no less than 4.5 liters (276 cu. in.)
  - e. Engine rated net peak power (ISO9249) shall be no less than 113 hp @ 2,244 rpm
  - f. Engine shall develop at least a 23% torque rise and should have at least 330 lb-ft (447 Nm) net torque at 1400 rpm
  - g. Engine shall have an electronically controlled high pressure common rail (HPCR) fuel delivery system and be B20 Biodiesel compatible.
  - h. Engine shall have a serpentine belt with automatic belt tensioner reducing required maintenance
  - i. Under-hood engine air cleaner shall be dry type, dual element with evacuator valve, restriction sensor and in-cab restriction warning light
  - j. The backhoe shall have a one-piece tilt hood for easy engine access without having to remove engine side shields

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

## 2. Powertrain:

- a. The transmission shall be a hydraulically actuated powershift with torque converter with maximum transport speed of 24.9 mph; fully synchronized and five forward (automatically shifts between 4th and 5th gears), three reverse speeds
- b. The axle will be mechanical -front-wheel-drive (MFWD) with traction control limited-slip differential with electric on/off control
- c. The axle will be sealed with no breather to protect against contamination
- d. The clutch engaged MFWD can be engaged on the fly during operation.
- e. The machine will disengage MFWD in 4th gear to allow for longer life of tires and drive train and reduced fuel consumption
- f. Machine will automatically engage MFWD when brakes are applied for four wheel braking
- g. The transmission shall be isolation mounted to the mainframe to minimize shock load stress
- h. The rear axle shall have a differential lock, electric foot-actuated as standard equipment
- i. The operator can enable a differential lock protection in the monitor, which will not allow the differential lock to be engaged above 1000 rpm to prevent damage to components
- j. The single electric Transmission Control Lever will have gear selection fully integrated in the lever as well as forward, neutral and reverse (FNR power shuttle).
- k. Transmission oil cooler shall be provided as standard equipment
- l. The backhoe shall have hydrostatic power steering with emergency manual mode

- m. The machine will have a dial throttle that will allow the operator to road the machine on cruise control. Upon engagement of the brake pedal, the engine RPMs return to idle
- n. The final drives shall be heavy-duty outboard planetary distributing loads over four gears sealed in oil bath for long-life and trouble free service.
- o. The front axle shall have remote grease bank for front axle for easy access.
- p. The rear axle bearings shall be self-lubricating and shall not need to be greased
- q. The service brakes shall be inboard, wet-multiple disk, self-adjusting and self equalizing and hydraulically actuated for a long and trouble-free life, sealed from water, mud and dust contamination
- r. The parking brake shall be independent of service brakes, spring applied, hydraulically released, wet multi-disk, self-adjusting and sealed from water, mud and dust contamination.
- s. Park brake when applied shall disengage the transmission and shall not be able to be "driven through" and will automatically apply when engine is shut off.

### 3. Hydraulic System:

- a. The hydraulic fittings shall have "O"-ring face seal connectors to secure a tight, leak-free seal
- b. Hydraulic cooler will have an independent reservoir for continuous running of attachments at high ambient outside air temperatures
- c. Unit shall have pressure compensated load sensing hydraulics to improve multi function performance
- d. The hydraulic filter shall be no more than 6 micron and will be vertically mounted, spin on design for ease of installation and leak-free replacement.
- e. Machine shall be equipped with Auto Idle to lower rpm when hydraulics are not active to conserve fuel and reduce noise levels
- f. The machine shall be equipped with Economy Mode with dual feature that can be applied to backhoe or loader functions separately or together for improved fuel economy.
- g. An automatic bucket return-to-dig control will be standard
- h. The machine must be capable of operating both the 1-way backhoe auxiliary circuit and the 2-way backhoe auxiliary circuit simultaneously
- i. Hydraulic pump shall be 42 GPM (159L/min.) at 2,200 rpm at 3,625 psi (24,993 kPa) axial piston pump, pressure compensating, load sensing
- j. Auxiliary hydraulics with one and two-way flow (hammer and thumb/swinger). Includes plumbing to end of dipperstick for one way flow valve.
- k. Sixth function valve kit (two-way flow for thumb singer or grapple) valve section and two hoses.



4. Electrical:

- a. The backhoe shall have a 12 volt system with 120 amp alternator
- b. Dual maintenance free batteries shall be included, 12 volt, 1900 CCA, 300-min. rated reserve with disconnect and jump posts
- c. The machine shall have blade type, multi-fused circuits
- d. The starter shall have a bypass start safety cover
- e. Cab will have a rotating pivotable beacon
- f. Unit shall be equipped with 10 LED driving/working lights, (4) front driving/working; (4) rear; (2) side docking lights. The front lights shall be adjustable.

5. Operator Station:

- a. Unit shall be equipped with isolation mounted modular design ROPS/FOPS Level 2 (meets ISO 3449 & ISO 3471 / SAE J1040) Cab and molded roof
- b. Cab will have tinted safety glass, a headliner, molded floor mats, 26,000 BTU air conditioning, CFC free R134a refrigerant, 40,000 BTU 3-speed heater/ defrosters / pressurizer, Interior rearview mirror, front 2-speed wiper with windshield wiper and rear 1-speed wiper, Cloth air suspension seat w/ swivel / lumbar adjustment / and fully adjustable arm rests.
- c. Cab will have AM/FM/Weather Radio, roof power port, roof storage compartment.
- d. Access to the cab shall be from the right and left side with protected, wide, rigid, self-cleaning steps and ergonomically located hand-holds
- e. 3" retractable seat belt shall be provided
- f. Coat hook, built-in beverage holder, operator manual storage compartment, interior rearview mirror and two 12 volt outlets shall be provided
- g. Unit shall be equipped with illuminated electronic gauges with audible warning for: engine coolant temperature, transmission oil temperature and fuel level.
- h. The monitor system shall have audible and visual warnings: engine air restriction, low alternator voltage, engine oil pressure and temperature, hydraulic filter restriction, parking brake on/off, after treatment temperature, transmission oil temperature, fuel, hour meter and low brake pressure. The seat belt will have a digital warning.
- i. The keyless start will have an electric fuel shut-off and ability to have auto shutdown setup in monitor
- j. Machine will be equipped with a Sealed Switch Module for easy location of controls on the right hand console and increased durability
- k. The monitor will have a multi-language (English, French and Spanish) digital monitor for diagnostics (including diagnostic messages and fault code readings), calibrations and machine information.

- l. Machine manufacturer will provide a factory installed onboard security system for total machine integration. System will have the ability to accommodate no less than ten operator codes.
- m. Machine shall be enabled with Machine Security, enabled through the monitor.
- n. Unit shall have digital display for: engine rpm, engine hours, system voltage.
- o. The foot throttle shall be suspended
- p. The machine will have a cab and air conditioner available from the factory.
- q. Machine will have lockable storage on the right-hand side of the cab
- r. Machine will have additional lockable storage on the left-hand side of the cab
- s. The seat shall be air suspension vinyl swivel, with fully adjustable armrests and lumbar support. A cloth suspension seat option will be provided at no additional charge.

6. Loader:

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

7. Backhoe:

- a. The backhoe with extendible dipperstick digging depth shall be at least 19'8"
- b. Machine shall be equipped with a lift mode to increase craning capacity
- c. The swing lock pin shall be stored in the operator's station
- d. The stabilizer shall have reversible pads
- e. The backhoe boom shall be a power curve design, hourglass shape for maximum strength and optimized visibility to the work tool.
- f. Digging force with standard backhoe, bucket cylinder shall be at least 15,723 lb

- g. The backhoe shall be equipped with a rubber bumper/linkage style boom locks to keep the backhoe from vibrating on the swing frame
  - h. The machine will be available with factory installed pilot backhoe controls with pattern-selection feature
  - i. The rear stabilizers will come with protective covers
  - j. The Backhoe boom will come with a bolt on boom protection plate. Instructions will be provided for weld on option.
  - k. The Backhoe shall be equipped with a "skyhook" at the end of the stick for lifting.
  - l. Rear Wiring Harness for Hammer, Auto Greaser
  - m. The swing casting shall have dual yokes: on top and on the bottom
8. General Specifications:
- a. Vandal protection shall cover the instrument panel. Engine hood, toolbox, hydraulic reservoir, and fuel filler shall be lockable.
  - b. The tilt hood shall have two service positions for easy operation
  - c. An easy to read periodic maintenance and grease chart shall be easily accessible on the machine.
  - d. Fuel tank capacity shall be no less than 37 gallons and shall be accessible from the ground and lockable. DEF tank to be no less than 4 gallons and accessible from ground and lockable.
  - e. Fluid levels should be easily checked by sight gauges, dipsticks or overflow tank.
  - f. Unit shall be equipped with ride control to act as a shock absorber, smoothing travel over rough terrain and increasing percentage bucket fill to dump while reducing Operator fatigue.
  - g. The Backhoe should come standard with off road tires
  - h. The Backhoe should have optional radial street tires for department preference
  - i. Factory installed fluid sampling valves will come installed
  - j. The mainframe shall be a one-piece unitized construction for maximum strength
  - k. Unit shall have four built-in vehicle tie-downs, two in front and two in rear for safe transport between jobs
  - l. The side plate thickness on the loader boom, backhoe boom and mainframe shall be 4.5 mil or greater
  - m. Machine shall be equipped with an exterior mounted, ground level accessed and lockable storage compartment
  - n. The machine shall come with 1,250# counterweight for stability when operating a hammer
  - o. The machine shall come with 2 exterior rear view mirrors
  - p. The machine shall come with Chrome exhaust extension
  - q. The machine shall come with a full MFWD Driveshaft guard
  - r. The machine shall come with a license plate bracket and light

- s. Replaceable, bolt-on rubber bumpers will be provided to protect the grille frame for severe loading applications

9. Dealer and Warranty Requirements:

- a. Responsible Dealer shall have represented this manufacturer in this market uninterrupted for a minimum of 10-years for stability and reliability
- b. Responsible Dealer shall have a Parts counter available locally with online Parts ordering as an option and Parts pick-up available during normal business hours
- c. Responsible Manufacturer shall have a regional Parts counter within 100-miles with no less than 1 million unique SKU's in stock for maximum uptime and productivity
- d. Responsible Dealer will have no less than 4 Mobile Field Trucks with Certified Field Technicians dispatched from a store within 100-miles of delivery location of 1199 21st Street in Oakland for maximum uptime and productivity
- e. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired.
- f. Machine shall come with a 5-Year 1,500-Hour Comprehensive Warranty
- t. A 5-Year subscription to remote diagnostic software with all hardware included will be standard. Software must provide fleet management, GPS, on board diagnostic and reporting features and be accessible in the field from a mobile app
- u. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training
- v. Dealer will be responsible for registering machine with permanent exempt license plates through the DMV

## SCHEDULE VI

### COMPACT EXCAVATOR

#### GENERAL DESCRIPTION

The current District standard is the John Deere 60G. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT, BY NO LATER THAN 1/25/2018. CONTACT JASON NOSSARDI, 510-287-0878, TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

#### EQUIPMENT DESCRIPTION

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

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

- l. Engine shall be capable of auto-shutdown with adjustable delay periods to conserve fuel
- m. A coolant recovery tank will be standard with visible coolant level
- n. Hinged door shall provide wide-open access to side by side oil cooler and radiator for simplified core clean-out
- o. Unit shall have a fan-guard

2. Powertrain:

- a. Two speed propel will be standard with auto-shifting when travel motors encounter heavier load. A switch will be provided to lock the machine into low speed propel
- b. Each track shall be independently driven by hydrostatic axial-piston motor connected to 2-stage planetary gear-reduction box
- c. In high speed, the machine shall reach 3.0 mph to improve job site maneuverability
- d. The swing speed shall be at least 9.5 rpm
- e. The swing brake shall be automatic, spring applied, hydraulically released and maintenance free.
- f. The propel brake shall be automatic, spring applied, hydraulically released and maintenance free.

3. Hydraulic System:

- a. The hydraulic system will be closed center load sensing with one variable displacement pump and one fixed gear pump
- b. The pump flow rate shall be at least 38.0 gpm
- c. The auxiliary pump flow shall be at least 24.2 gpm
- d. Hydraulic tank capacity should be no less than 21 gal
- e. Proportional control for breaker/thumb auxiliaries will come installed with joystick control
- f. The controls shall be hydraulic, pilot operated for boom, arm, bucket, swing, boom-swing, blade, travel and auxiliary functions.
- g. The pilot controls shall be "short throw levers" to minimize Operator fatigue with fingertip controls
- h. The hydraulic oil tank will have an oil level sight gauge for fast and easy monitoring
- i. For hose/tube connections on the boom, a covering shall cover the joint to minimize leak spray
- j. Hydraulic oil change will have a service interval of at least 2000 hours
- k. Excavator will have breaker / thumb auxiliary hydraulic lines with couplers to the end of the boom
- l. A control pattern changer valve will be provided (excavator to backhoe control) inside of the operator station behind a lockable panel.
- m. Excavator will have a wet-disc swing brake

- n. Auxiliary hydraulics with convenient flat face quick couplers
4. Electrical:
- a. The alternator shall be rated at 55 amps, 12 volts
  - b. Blade type multi-fused circuits
  - c. 2 LED work lights shall be included. 1 mounted on the boom and 1 mounted on the frame/cab
5. Undercarriage:
- a. The steel core will have curved ends to protect the rubber shoe edge from damage even when riding on curbs
  - b. The width of the rubber track shall be at least 16"
  - c. Ground pressure with Standard Arm, Canopy, rubber track and Standard Counterweight shall be no more than 5.37 psi
  - d. Excavator will have planetary final drive
  - e. Excavator will have propel motor shield
  - f. Track ground contact with rubber track shall be no less than 6'6"
  - g. Track tension will be maintained without special tools, using common tools like grease gun and wrench.
6. Upper Structure:
- a. The upper structure will be capable of a 360 degree rotation
  - b. The swing boom to the left shall be no less than 80 degrees
  - c. The swing boom to the right shall be no less than 60 degrees
  - d. The boom cylinder shall be protected with a guard to reduce the likelihood of cylinder damage
  - e. The upper structure shall come with a rigid, reinforced D-channel side frame to resist impact, providing maximum cab and component protection.
  - f. The upper structure will have a tool box for misc. items
  - g. Wear resistant hoses shall be routed for protection and Cordura wrapped where exposed
  - h. The swing post will have a single pin to improve the stiffness in the boom and arm.
7. Front Attachments:
- a. The boom shall be no less than 9'9"
  - b. The arm shall be no less than 6'1"
  - c. The bushings will be oil-impregnated to enhance durability and extend grease intervals to 500 hours for the arm-and-boom joint, and 100 hours for the bucket.
  - d. The backfill blade shall be 6'7"
  - e. The backfill blade shall be the "angle blade" style with 6-way control

- f. The backfill blade digging depth shall be no less than 15" drop below ground.
- g. The backfill blade lift shall be no less than 18" above ground
- h. The backfill blade height shall be at least 16"
- i. The backfill blade will be capable of 25 degree tilt with one button
- j. WainRoy Style Quick Coupler shall be provided to make bucket changing easier
- k. Excavator shall come standard with a 12" HD Dig Bucket w/ WainRoy mount
- l. Hydraulic Pin Grabbing Quick Coupler shall be an option with a defined cost to make bucket changing easier

8. Operator's Station:

- a. The enclosed cab operator structure shall meet ROPS/TOPS/FOPS standards
- b. The operator station shall tilt forward 50 degrees, simplifying access to the swing motor, hydraulic control valve, engine starter motor and alternator. Cab tilt should be possible with 1 person and no additional lift tools.
- c. Auto climate control with AC, Heater and pressurizer will be standard
- d. The operator station will be mounted on shock-absorbing rubber mounts to ensure comfortable operation
- e. When not in use, the foot pedals shall be foldable to provide additional foot room
- f. 3" Retractable seat belt shall be provided
- g. The monitor shall have gauges to display the coolant temperature and fuel level.
- h. The monitor will have the following indicators: engine oil pressure; engine coolant temperature; engine preheat; low fuel; alternator voltage.
- i. An hour meter shall be on the monitor in the operator's station.
- j. The monitor shall include two trip meters that can be set independently of each other for service or job related hour
- k. Adjustable arm rests will be standard
- l. A cup holder will be provided
- m. A storage compartment in the operator's station shall be provided for the operator's manual
- n. A 12 -volt auxiliary power port shall be standard
- o. The seat will be adjustable forward and back.
- p. Boom swing will be foot controlled
- q. A horn will be standard
- r. A motion alarm with cancel switch will be standard.



9. General Specifications:

- a. The operating weight with 6'1" arm, cab, angle blade and additional counterweight shall be not less than 15,000 lbs
- b. The digging depth shall be no less than 13'6"
- c. Digging reach shall be no less than 21'6"
- d. The maximum dumping height shall be no less than 14'6"
- e. Maximum cutting height shall be no less than 20'4"
- f. The maximum transport length shall be 19'4" and the transport width shall be no more than 6'7"
- g. The maximum transport height shall be 8'4"
- h. The bucket breakout force shall be no less than 9,237 lb
- i. The arm breakout force with long arm shall be no less than 6,063 lb
- j. The ground clearance under the excavator shall be at least 13"
- k. The undercarriage X-beams and track frames shall be sloped to shed material buildup for easier clean-out.
- l. The tail swing radius w/ 6'1" arm and extra counterweight shall not exceed 4'8"
- m. All service checks shall be easily accessible at ground level without using tools to open covers.
- n. Fuel tank capacity will be no less than 30 gal
- o. The floor can be tilted for easy, quick servicing without disconnecting hoses or draining fluid.
- p. Excavator will come with an 800 lb class hydraulic breaker branded by the manufacturer. Breaker will come with (2)moil point and (2) chisel point tools
- q. A Protective Front Screen for the Cab will be provided for safety and protection of the Operator when using the Hydraulic Breaker
- r. 3-Year Remote Diagnostic hardware & software will come with the Excavator w/ cellular real time reporting capability as well as GPS and logistics for fuel usage, fleet management and maintenance planning.
- s. A manual battery disconnect will be installed for additional machine security

10. Dealer and Warranty Requirements:

- a. Responsible Dealer shall have represented this manufacturer in this market uninterrupted for a minimum of 10-years for stability and reliability
- b. Responsible Dealer shall have a Parts counter available locally with online Parts ordering as an option and Parts pick-up available during normal business hours
- c. Responsible Manufacturer shall have a regional Parts counter within 100-miles with no less than 1 million unique SKU's in stock for maximum uptime and productivity

- d. Responsible Dealer will have no less than 4 Mobile Field Trucks with Certified Field Technicians dispatched from a store within 100-miles of delivery location of 1199 21st Street in Oakland for maximum uptime and productivity
- e. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired.
- f. Machine shall come with a 5-Year 1,500-Hour Comprehensive Warranty
- g. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training

## SCHEDULE VII

### MID-SIZE EXCAVATOR

#### GENERAL DESCRIPTION

The current District standard is the John Deere 85G. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT, BY NO LATER THAN 1/25/2018. CONTACT JASON NOSSARDI, 510-287-0878, TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

#### EQUIPMENT DESCRIPTION

New model of current production Mid-Size Excavator, John Deere 85G or District pre-approved equivalent, to include all standard equipment and all specified below additional equipment. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications.

1. Engine:
  - a. Engine must be certified to EPA Final Tier 4 emissions
  - b. The excavator engine power will be rated at no less than SAE Net 56.9 hp
  - c. Engine shall have 4 cylinders and a displacement of no less than 202 cu in (3.3 L)
  - d. Service interval for the engine oil, oil and fuel filters shall be at 500 hours to reduce operating and maintenance costs
  - e. The fuel and hydraulic filters shall be vertically and mounted to help prevent spills and remotely mounted for ease of access
  - f. The operator will be able to choose an engine rpm for operating conditions, using a an electronic rotary dial system or equivalent
  - g. The fuel filter will have a water separator
  - h. The engine shall be equipped with glow plug start aids
  - i. Engine shall have auto-idle mode to reduce engine speed when hydraulics are not in use to reduce fuel consumption and noise
  - j. A coolant recovery tank will be standard with visible coolant level
  - k. The radiator and oil cooler will be protected with a trash screen to protect against debris entering coolers
  - l. Unit shall have a fan-guard to help prevent contact with engine fan blades

2. Powertrain:

- a. Two speed propel will be standard with auto-shifting when travel motors encounter heavier load. A switch will be provided to lock the machine into low speed propel
- b. In low travel speed the machine shall reach 1.9 mph. In high speed, the machine shall reach 3.1 mph to improve job site maneuverability
- c. The swing brake shall be wet disk, spring applied, hydraulically released and maintenance free.
- d. The propel brake shall be automatic, spring applied, hydraulically released and maintenance free.

3. Hydraulic System:

- a. The hydraulic system will be open center load sensing
- b. The main pumps shall be three variable-displacement axial-piston pumps with maximum flow of 2 x 19 + 15 GPM.
- c. Proportional control for breaker/thumb auxiliaries will come installed with Joystick control
- d. The controls shall be hydraulic, pilot operated for boom, arm, bucket, swing, boom-swing, blade, travel and auxiliary functions.
- e. The pilot controls shall be "short throw levers" to minimize Operator fatigue with fingertip controls
- f. The hydraulic oil tank will have an oil level sight gauge for fast and easy monitoring
- g. For hose/tube connections on the boom, a covering shall cover the joint to minimize leak spray
- h. Excavator will have breaker / thumb auxiliary hydraulic lines with couplers to the end of the stick
- i. Boom and arm shall have reduced drift valves for greater stability and positioning

4. Electrical:

- a. The electrical system shall be 24 volt and alternator rating no less than 50 amp
- b. The fuse box shall be in the cab, protected from the elements and opened without tools
- c. A safety cover will protect the positive terminal of the battery
- d. 2 LED work lights shall be included. 1 mounted on the boom and 1 mounted on the frame/cab

5. Undercarriage:

- a. The undercarriage shall have one carrier roller and five track rollers per side
- b. Track and carrier rollers shall be lubricated for life

- c. Drawbar pull shall be at least 14,661 pounds
- d. The track shall be sealed and lubricated to extend service life
- e. Ground pressure w/ 18" rubber crawler pads shall be no more than 6.0 psi
- f. Excavator will have planetary final drive
- g. Excavator will have 2-speed axial piston propel motors
- h. Excavator will have propel motor shield

6. Upper Structure:

- a. The upper structure will be capable of a 360 degree rotation
- b. The swing boom to the left shall be no less than 60 degrees
- c. The swing boom to the right shall be no less than 60 degrees
- d. Right and left hand exterior mirrors shall be standard
- e. Window bars shall be provided to prevent contact with a moving boom
- f. Side panels shall be recessed to prevent damage if the structure swings into a pile
- g. Vandal locks with ignition key shall be provided for cab door, engine hood, fuel cap and service doors
- h. The upper structure shall come with a rigid, reinforced D-channel side frame to resist impact, providing maximum cab and component protection.
- i. The upper structure will have a tool box for misc items.
- j. Wear resistant hoses shall be routed for protection and Cordura wrapped where exposed
- k. Swing speed shall be no less than 10.5 rpm
- l. Swing torque shall be no less than 12,244 pounds
- m. The boom shall have a minimum of (3) bulkheads for durability and strength
- n. The end of the arm shall be coated to extend the life of the wear surface with tungsten carbide or equivalent material
- o. Serrated teeth at the end of the stick shall be installed for clamping use when no thumb is present
- p. Serrated teeth at the end of the stick shall be installed for clamping use when no thumb is present
- q. The swing post will have a single pin to improve the stiffness in the boom and arm.

7. Front Attachments:

- a. The arm shall be no less than 6'11"
- b. The bushings will be oil-impregnated to enhance durability and extend grease intervals to 500 hours for the arm-and-boom joint, and 100 hours for the bucket.
- c. The backfill blade will be as wide as the tracks
- d. The backfill blade digging depth shall be no less than 15" drop below ground.

- e. The backfill blade lift shall be no less than 18" above ground
- f. The backfill blade height shall be at least 16"
- g. The backfill blade will be capable of 25 degree tilt with one button
- h. Hydraulic Pin Grabbing Quick Coupler will be included for convenience, productivity and safety
- i. 18" & 24" HD Dig Bucket w/ TK Teeth and pins will come standard with machine

8. Operator's Station:

- a. The enclosed cab operator structure shall meet ROPS/TOPS/FOPS standards
- b. The seat will be a deluxe adjustable cloth seat with suspension
- c. The operator station will be mounted on silicon fluid filled elastic shock-absorbing mounts to ensure comfortable operation
- d. Auto climate control w/ AC, Heater and pressurizer will be provided
- e. The settings will have an option for fresh air mode to route outside air into the cab and an air recirculating mode
- f. The machine will have at minimum the following modes. One work mode, Two power modes and numerous attachment modes
- g. 3" Retractable seat belt shall be provided
- h. The monitor shall have gauges to display the coolant temperature and fuel level.
- i. The monitor will have the following indicators: engine oil pressure; engine coolant temperature; engine preheat; low fuel; alternator voltage.
- j. An hour meter shall be on the monitor in the operator's station.
- k. The monitor shall be capable of storing maintenance/service interval information on items like engine oil, engine oil filter, hydraulic oil, hydraulic oil filter and air cleaner filter.
- l. The monitor shall be capable of showing machine diagnostic information including error messages, fault codes and system operating information.
- m. The monitor shall include two trip meters that can be set independently of each other for service or job related hour
- n. The operator station shall have a rotary dial to control the engine RPM and will have an auto-idle/auto-accelerate switch. The auto-idle circuit automatically reduces engine speed after 4 seconds when control levers are placed in neutral position. Engine speed increases to engine rpm dial setting when any control lever is operated.
- o. Adjustable arm rests will be standard
- p. A cup holder will be provided
- q. A storage compartment in the operator's station shall be provided for the operator's manual
- r. A 12 -volt auxiliary power port shall be standard
- s. The seat will be adjustable forward and back.

- t. Boom swing will be foot controlled
- u. AM/FM Radio will be standard
- v. The windshield wiper shall have intermittent speeds and built in washer with fluid.
- w. Cab front windows - top and bottom shall be capable of opening
- x. The top roof window shall be transparent and tinted to protect from glare. A roof window sunshade will be standard
- y. A pilot control shut-off lever will shut off hydraulic pilot pressure to all pilot control valves and will lock machine travel.
- z. An interior light shall be standard
- aa. A horn will be standard
- bb. Propel pedals and levers shall be standard

9. General Specifications:

- a. The operating weight with 6'11" arm, cab, and standard counterweight shall not be less than 19,000 lbs
- b. The digging depth shall be no less than 14'10"
- c. The maximum dumping height shall be no less than 16'8"
- d. Maximum cutting height shall be no less than 23'5"
- e. The maximum transport length shall be 22'5" and the transport width shall be no more than 7'3"
- f. The maximum transport height shall be 8'7"
- g. The bucket breakout force shall be no less than 10,476 lb
- h. The arm breakout force with long arm shall be no less than 6,902 lb
- i. The ground clearance under the excavator shall be at least 14"
- j. The undercarriage X-beams and track frames shall be sloped to shed material buildup for easier clean-out.
- k. The tail swing radius w/ 6'11" arm and extra counterweight shall not exceed 4'11"
- l. All service checks shall be easily accessible at ground level without using tools to open covers.
- m. 3-Year Remote Diagnostic hardware & software will come with the Excavator w/ cellular real time reporting capability as well as GPS and logistics for fuel usage, fleet management and maintenance planning.
- n. A control pattern changer valve will be provided (excavator to backhoe control) behind a lockable panel.
- o. A manual battery disconnect will be installed for additional machine security

10. Dealer and Warranty Requirements:

- a. Responsible Dealer shall have represented this manufacturer in this market uninterrupted for a minimum of 10-years for stability and reliability

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



## SCHEDULE VIII

### LARGE EXCAVATOR

#### GENERAL DESCRIPTION

The current District standard is the John Deere 135G. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT, BY NO LATER THAN 1/25/2018. CONTACT JASON NOSSARDI, 510-287-0878, TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

#### EQUIPMENT DESCRIPTION

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

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

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

2. Powertrain:

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

3. Hydraulic System:

- a. The hydraulic system will be open center load sensing
- b. The main pumps shall be two variable-displacement axial-piston pumps with maximum flow of 2 x 27.7 gpm.
- c. The pilot pump shall be rated for 8.7 gpm at 570 psi
- d. Proportional control for breaker/thumb auxiliaries will come installed with Joystick control
- e. The controls shall be hydraulic, pilot operated for boom, arm, bucket, swing, boom-swing, blade, travel and auxiliary functions.
- f. The pilot controls shall be "short throw levers" to minimize Operator fatigue with fingertip controls
- g. The hydraulic tank shall be a cylindrical shape for better oil mix and less weld seams.
- h. The hydraulic oil tank will have an oil level sight gauge for fast and easy monitoring
- i. For hose/tube connections on the boom, a covering shall cover the joint to minimize leak spray
- j. Excavator will have breaker / thumb auxiliary hydraulic lines with couplers to the end of the stick
- k. Boom and arm shall have reduced drift valves for greater stability and positioning

4. Electrical:

- a. The undercarriage shall have one carrier roller and seven track rollers per side
- b. Track and carrier rollers shall be lubricated for life
- c. Drawbar pull shall be at least 24,251 pounds
- d. The track shall be sealed and lubricated to extend service life

- e. Ground pressure w/ 24" Triple Semi-Grouser Shoes shall be no more than 4.64 psi
- f. Excavator will have planetary final drive
- g. Excavator will have 2-speed autoshift axial piston propel motors
- h. Excavator will have propel motor shield

5. Upper Structure:

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

6. Front Attachments:

- a. The arm shall be no less than 9'11"
- b. The bushings will be oil-impregnated to enhance durability and extend grease intervals to 500 hours for the arm-and-boom joint, and 100 hours for the bucket.
- c. The Excavator shall not come with a backfill blade
- d. Hydraulic Pin Grabbing Quick Coupler will be included for convenience, productivity and safety
- e. 24" HD Dig Bucket w/ TK Teeth and pins will come standard with machine

7. Operator's Station:

- a. The enclosed cab operator structure shall meet ROPS/TOPS/FOPS standards
- b. Seat shall be deluxe, adjustable, with suspension, headrest and adjustable lumbar support and 4" adjustable armrests

- c. The control positions and the seat can be adjusted independently of each other for greater operator comfort
- d. The operator station will be mounted on silicon fluid filled elastic shock-absorbing mounts to ensure comfortable operation
- e. Auto climate control w/ AC, Heater and pressurizer will be provided
- f. The A/C filters shall be easy to replace with no special tools required and shall have extended replacement intervals
- g. The machine will have at minimum the following modes: One work mode, Two power modes and numerous attachment modes
- h. 3" Retractable seat belt shall be provided
- i. The monitor shall have gauges to display the coolant temperature and fuel level
- j. The monitor will have the following indicators: engine oil pressure; engine coolant temperature; engine preheat; low fuel; alternator voltage.
- k. The monitor will have the following indicators: engine oil pressure; engine coolant temperature; engine preheat; low fuel; alternator voltage.
- l. An hour meter shall be on the monitor in the operator's station.
- m. The monitor shall be capable of storing maintenance/service interval information on items like engine oil, engine oil filter, hydraulic oil, hydraulic oil filter and air cleaner filter.
- n. The monitor shall be capable of showing machine diagnostic information including error messages, fault codes and system operating information. Examples of operating information include, engine rpm, pump pressures, hydraulic oil temperatures and pilot pressures.
- o. The monitor shall include two trip meters that can be set independently of each other for service or job related hours
- p. The monitor shall be capable of displaying information in a minimum of 10 different languages
- q. The operator station shall have a rotary dial to control the engine RPM and will have an auto-idle/auto-accelerate switch. The auto-idle circuit automatically reduces engine speed after 4 seconds when control levers are placed in neutral position. Engine speed increases to engine rpm dial setting when any control lever is operated.
- r. Adjustable arm rests will be standard
- s. Cab shall have a large beverage holder, and a hot/cold beverage box, installed at factory
- t. A storage compartment in the operator's station shall be provided for the operator's manual
- u. A 12 -volt auxiliary power port shall be standard
- v. The seat will be adjustable forward and back
- w. Boom swing will be foot controlled
- x. Rear View Camera will be standard
- y. AM/FM Radio will be standard

- z. Engine air cleaner restriction light shall be standard on the monitor
- aa. The windshield wiper shall have intermittent speeds and built in washer with fluid.
- bb. The right window of the cab must be glass
- cc. The cab shall have an openable roof hatch to provide additional emergency escape path and clear visibility to overhead obstacles with a sunshade for operator comfort
- dd. The operator will be provided with a conveniently located tool to break the window in case of an emergency
- ee. The cab fresh air filter must be accessible from the ground and outside of the cab and not require any tools for removal - other than the key to open the door
- ff. A pilot control shut-off lever will shut off hydraulic pilot pressure to all pilot control valves and will lock machine travel.
- gg. An interior light shall be standard
- hh. A horn will be standard
- ii. Propel pedals and levers shall be standard

8. General Specifications:

- a. The operating weight with 6'11" arm, cab, and standard counterweight shall not be less than 31,000 lbs
- b. The digging depth shall be no less than 20'0"
- c. The maximum dumping height shall be no less than 23'4"
- d. Maximum cutting height shall be no less than 31'8"
- e. The maximum transport length shall be 24'3" and the transport width shall be no more than 8'6"
- f. The maximum transport height shall be 9'2"
- g. The bucket breakout force (ISO) shall be no less than 23,380 pounds
- h. The arm breakout force with 9'11" arm shall be no less than 13,710 lbs
- i. The ground clearance under the excavator shall be at least 16"
- j. The undercarriage X-beams and track frames shall be sloped to shed material buildup for easier clean-out.
- k. The tail swing radius w/ 9'11" arm and extra counterweight shall not exceed 4'11"
- l. All service checks shall be easily accessible at ground level without using tools to open covers.
- m. 5-Year Remote Diagnostic hardware & software will come with the Excavator w/ cellular real time reporting capability as well as GPS and logistics for fuel usage, fleet management and maintenance planning.
- n. A control pattern changer valve will be provided (excavator to backhoe control) behind a lockable panel.
- o. A manual battery disconnect will be installed for additional machine security

9. Dealer and Warranty Requirements:

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

## SCHEDULE IX

### ARTICULATED LOADER WITH 2.5 CUBIC YARD BUCKET

#### GENERAL DESCRIPTION

The current District standard is the John Deere 444K. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT, BY NO LATER THAN 1/25/2018. CONTACT JASON NOSSARDI, 510-287-0878, TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

#### EQUIPMENT DESCRIPTION

New and of the latest design 4-wheel drive articulated front end loader, John Deere 444K, or District pre-approved equivalent with a 2.5 cubic yard general purpose bucket, to include all standard equipment and all specified below additional equipment. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications.

1. Engine:
  - a. Engine shall be certified to EPA Final Tier 4 emissions
  - b. Four Cylinder, turbocharged, charge air cooled diesel engine and shall be designed and built by the manufacturer
  - c. Engine net peak power shall be no less than 124 hp @2100 rpm
  - d. Engine displacement shall be no less than 4.5 liters (276 cu. in.)
  - e. Engine shall have a wet-sleeve cylinder liner design for improved cylinder cooling over dry sleeve and cast-in-bore design for improved cylinder and piston ring durability.
  - f. Engine shall develop at least a 34% torque rise and should have at least 374 lb ft net peak torque @ 1,000 rpm.
  - g. Fuel system shall be high-pressure, common rail
  - h. Daily check points shall be accessible from one side of the engine and shall be done from ground level
  - i. Under-hood engine air cleaner shall be dry type, dual element with a restriction sensor and in-cab restriction warning light
  - j. The loader will have pre-screened under hood air intake to minimize plugging

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

## 2. Powertrain:

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



- i. Machine will have Ride control, automatic with monitor adjustable speed settings
- j. The transmission shall be able to reach 22.4 mph in 4th gear and 14.4 in third gear with 17.5R25 tires

### 3. Axles / brakes:

- a. The final drives shall be heavy-duty mid-board mounted planetary
- b. The loader shall have two brake pedals with an activation switch to allow left brake pedal to switch between a brake neutralizer or brake only function.
- c. The service brake shall be hydraulically actuated, outboard, final drive carrier mounted, forced oil cooled, self-adjusting retractors, and multi-disk
- d. The parking brake shall be automatic spring applied, hydraulically released, driveline mounted, oil cooled, multi-disk and sealed from water, mud and dust contamination
- e. Rear axle shall not have less than 24 degree total oscillation, stop to stop, when equipped with 17.5R25 tires
- f. The dipstick port and housing fill shall be at the top of the axle
- g. The front axle shall be hydraulically actuated, disc clutch style, locking differential for maximum traction when required but with less tire wear than limited slip or no-spin differentials
- h. The loader shall have a standard hydraulic locking front with conventional rear and optional dual locking front and rear
- i. Unit shall have axle coolers and filtration

### 4. Hydraulic System:

- a. Hydraulic filter shall be in the hydraulic tank with service interval of 4000 hours
- b. The hydraulic fluid shall have a rated life of 4000 hours
- c. The hydraulic system shall be pressure-compensating load-sensing for reduced fuel consumption and better fluid heating compared to open center hydraulic systems
- d. Hydraulic tank capacity should be no less than 31.4 gallons for extended hydraulic fluid intervals and cooler system temperature
- e. Unit will be provided with an automatic return to dig level attachment
- f. In Operator station adjustable automatic boom height kick out control
- g. Unit will be provided with an adjustable automatic boom return-to-carry control located in the operator's station
- h. Unit shall be equipped with single-lever joystick
- i. A sight gauge will be provided for checking hydraulic reservoir fluid
- j. Hydraulic pump shall be variable-displacement, axial-piston pump: closed-center, pressure-compensating system

- k. Loader steering articulation angle shall be no less than 80 degrees, 40 degrees in each direction

5. Electrical:

- a. The electrical system shall be 24 volt with 130 amp alternator
- b. Two batteries shall be included, 12 volt, 950 CCA, with a rated reserve of no less than 25 amps for 190-min at 80F.
- c. The unit shall have a solid-state electrical power distribution system using circuit board technology and solid-state switches
- d. The unit shall have a keyless starting system with configurable security settings
- e. Unit's electrical system will be protected by a 150 amp circuit breaker.
- f. The unit shall be provided with a lockable master electrical disconnect switch
- g. Canopy will come with a rotating beacon/strobe light
- h. The in-canopy switch module shall be sealed to keep out dirt, dust and airborne debris
- i. Unit shall be equipped with (4) front; (2) rear driving LED lights with guards, turn signals and flashers, stop and tail lights. The tail lights shall be LED type mounted high up in the rear grille for protection from damage and better sight visibility and shall have a normal service life equal to the machine.
- j. Unit shall be equipped with analog display for: engine coolant temperature, transmission oil temperature, hydraulic oil temperature, and engine oil pressure
- k. Unit shall have digital readout for: engine rpm, odometer, transmission gear/direction indicator, speedometer, hour meter, fuel level and DEF level
- l. Unit shall have operator warning lights for: check engine, engine oil pressure, engine air restriction, battery voltage, transmission filter restriction, brake pressure, hydraulic oil filter, transmission fault, hydraulic oil temperature

6. Operator's Station:

- a. Unit shall be equipped with an open Canopy Operator Station with ROPS/FOPS Level 1 protection
- b. 3" retractable seat belt shall be provided
- c. Steering wheel shall be tiltable
- d. 3-point contact at all times at the front and rear of the loader and around the roof-line
- e. A seat backrest extension will be standard
- f. Operator Station shall have a cup holder, storage compartment for operator's manual, and rubber floor mat.

- g. The monitor will have the following indicators: engine oil pressure; engine coolant temperature; engine preheat; low fuel; alternator voltage.
- h. An hour meter shall be on the monitor in the operator's station.
- i. The monitor shall be capable of storing maintenance/service interval information on items like engine oil, engine oil filter, hydraulic oil, hydraulic oil filter and air cleaner filter.
- j. The monitor shall be capable of displaying information in a minimum of 10 different languages
- k. Engine air cleaner restriction light shall be standard on the monitor
- l. Unit will come equipped with environmental drains and oil sampling for the engine oil, transmission oil, hydraulic oil, and engine coolant.
- m. A horn will be standard

7. General Specifications:

- a. Dump clearance at 45 degrees at full height shall be no less than 8'9" with 2.5 cu.yd. General-Purpose with Bolt-on Edge bucket
- b. The maximum transport length shall be 22'11"
- c. The maximum transport height shall be 10'11" prior to addition of beacon
- d. Bucket breakout force shall be no less than 17,549 lbs with manufacturer's standard linkage with Pin-on GP Bucket with Bolt-on Edge, 2.5 cu yd
- e. The ground clearance under the Loader shall be no less than 15.5"
- f. All service checks shall be easily accessible at ground level without using tools to open covers.
- g. 5-Year Remote Diagnostic hardware & software will come with the Excavator w/ cellular real time reporting capability as well as GPS and logistics for fuel usage, fleet management and maintenance planning.
- h. Unit shall be equipped with 17.5 R 25, 1 Star L-3 tires with multi-piece rims
- i. Machine Full turn 40 degree tipping load with standard Z-bar linkage with Pin-on GP Bucket with Bolt-on Edge, 2.5 cu.yd. no tire deflection shall be at least 17,813 lbs
- j. Front tires shall be covered with fenders
- k. Easily accessible remote start battery terminals
- l. The counterweight shall be built-in
- m. Unit will be provided with a hitch with locking pin
- n. Unit shall have an articulation locking bar
- o. Unit shall have vandal protection with lockable engine enclosures, right counterweight storage, filler access for radiator/fuel/DEF/hydraulic/transmission
- p. The unit shall be provided with a loader boom service locking bar
- q. Loader shall have reinforced articulation joints with double tapered roller bearings
- r. Fuel tank capacity shall be no less than 60 gallons

- s. Operating weight with standard equipment, Pin-On GP Bucket with Bolt-On Edge, (2.5 cu yd), 17.5 R25 tires, ROPS cab, 175 lb operator and full fuel tank shall be no less than 25,022 lb
- t. Loader with pin on bucket shall have height to hinge pin no less than 11'10"
- u. Reach at 45 degree dump, 7 ft clearance shall be no less than 4 ft 9 in with 2.5 cu yd General-Purpose with Bolt-on Edge bucket

8. Frames and Structures:

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

9. Dealer and Warranty Requirements:

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

## SCHEDULE X

### ARTICULATED LOADER WITH 3 CUBIC YARD SIDE DUMP BUCKET AND MIDWESTERN SIDE BOOM

#### GENERAL DESCRIPTION

The current District standard is the John Deere 544K. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT, BY NO LATER THAN 1/25/2018. CONTACT JASON NOSSARDI, 510-287-0878, TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

#### EQUIPMENT DESCRIPTION

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

1. Engine:
  - a. Engine shall be certified to EPA Final Tier 4 emissions
  - b. Six Cylinder, turbocharged, charge air cooled diesel engine and shall be designed and built by the manufacturer
  - c. Engine net peak power shall be no less than 163 hp @1800 rpm
  - d. Engine displacement shall be no less than 6.8 liters (414 cu. in.)
  - e. Engine shall have a wet-sleeve cylinder liner design for improved cylinder cooling over dry sleeve and cast-in-bore design for improved cylinder and piston ring durability.
  - f. Engine shall develop at least a 37% torque rise and should have at least 504 lb ft net peak torque @ 1,100 rpm.
  - g. Fuel system shall be high-pressure, common rail
  - h. Daily check points shall be accessible from one side of the engine and shall be done from ground level
  - i. Under-hood engine air cleaner shall be dry type, dual element with a restriction sensor and in-cab restriction warning light

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

## 2. Powertrain:

- a. Unit shall have a power shift transmission with Lockup torque-converter, 5 forward, 3 reverse gears to provide improved fuel economy in load-and-carry or roading applications.
- b. The transmission shall be electronically controlled, adaptive, with load and speed dependent shift modulation
- c. Shift modes shall be manual, auto to 1st or 2nd, kick down or kick up/down.
- d. Service interval for the transmission oil filter shall be 2000 hours
- e. The transmission clutch calibration shall be performed from the canopy monitor and shall have three clutch cutoff settings adjustable on the switch pad

- f. Unit shall have steering column mounted F-N-R and gear-select lever, kick-down button on hydraulic lever. Will also have quick shift feature that allows pushbutton gear changes, one gear at a time
- g. Sight gauge showing transmission fluid shall be at ground-level
- h. Transmission filter restriction shall be displayed in the cab
- i. Machine will have Ride control, automatic with monitor adjustable speed settings
- j. The transmission shall be able to reach 24.9 mph in 5th gear and 11.6 in third gear with 20.5R25 tires

### 3. Axles / Brakes:

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

### 4. Hydraulic System:

- a. Hydraulic filter shall be in the hydraulic tank with service interval of 4000 hours
- b. The hydraulic fluid shall have a rated life of 4000 hours
- c. The hydraulic system shall be pressure-compensating load-sensing for reduced fuel consumption and better fluid heating compared to open center hydraulic systems
- d. Hydraulic tank capacity should be no less than 31.4 gallons for extended hydraulic fluid intervals and cooler system temperature
- e. Unit will be provided with an automatic return to dig level attachment
- f. Adjustable automatic boom height kick-out control to be located in operator station

- g. Unit will be provided with in-Operator station adjustable automatic boom return-to-carry control
- h. Unit shall be equipped with single-lever joystick
- i. A sight gauge will be provided for checking hydraulic reservoir fluid
- j. Hydraulic pump shall be variable-displacement, axial-piston pump: closed-center, pressure-compensating system
- k. Loader steering articulation angle shall be no less than 80 degrees, 40 degrees in each direction

5. Electrical:

- a. The electrical system shall be 24 volt with 130 amp alternator
- b. Two batteries shall be included, 24 volt, 950 CCA, with a rated reserve of no less than 25 amps for 190-min at 80F.
- c. The unit shall have a solid-state electrical power distribution system using circuit board technology and solid-state switches
- d. The unit shall have a keyless starting system with configurable security settings
- e. Unit's electrical system will be protected by a 150 amp circuit breaker.
- f. The unit shall be provided with a lockable master electrical disconnect switch
- g. Canopy will come with a rotating beacon/strobe light
- h. The in-canopy switch module shall be sealed to keep out dirt, dust and airborne debris
- i. Unit shall be equipped with (4) front; (2) rear driving LED lights with guards, turn signals and flashers, stop and tail lights. The tail lights shall be LED type mounted high up in the rear grille for protection from damage and better sight visibility and shall have a normal service life equal to the machine.
- j. Unit shall be equipped with analog display for: engine coolant temperature, transmission oil temperature, hydraulic oil temperature, and engine oil pressure
- k. Unit shall have digital readout for: engine rpm, odometer, transmission gear/direction indicator, speedometer, hour meter, fuel level and DEF level
- l. Unit shall have operator warning lights for: check engine, engine oil pressure, engine air restriction, battery voltage, transmission filter restriction, brake pressure, hydraulic oil filter, transmission fault, hydraulic oil temperature

6. Operator's Station:

- a. Unit shall be equipped with an open Canopy Operator Station with ROPS/FOPS Level 1 protection
- b. 3" retractable seat belt shall be provided
- c. Steering wheel shall be tiltable



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

7. General Specifications:

- a. Dump clearance at 45 degrees at full height shall be no less than 9 ft 3 in with wide 3 cu yd General-Purpose with Bolt-on Edge bucket
- b. The maximum transport length shall be 22'11"
- c. The maximum transport height shall be 10'11" prior to addition of beacon
- d. Bucket breakout force shall be no less than 23,962 lbs with manufacturer's standard z-bar with pin-on wide 3 cu yd pin on bucket and standard configuration
- e. The ground clearance under the Loader shall be no less than 15.7"
- f. All service checks shall be easily accessible at ground level without using tools to open covers.
- g. 5-Year Remote Diagnostic hardware & software will come with the Excavator w/ cellular real time reporting capability as well as GPS and logistics for fuel usage, fleet management and maintenance planning.
- h. Unit shall be equipped with 20.5 R 25, 1 Star L-3 tires with multi-piece rims
- i. Machine Full turn 40 degree tipping load with standard Z-bar linkage, wide GP Bucket with Bolt-on Edge, 3 cu yd with no tire deflection shall be at least 21,363 lb
- j. Front tires shall be covered with fenders
- k. Easily accessible remote start battery terminals
- l. The counterweight shall be built-in
- m. Unit will be provided with a hitch with locking pin
- n. Unit shall have an articulation locking bar

- o. Unit shall have vandal protection with lockable engine enclosures, right counterweight storage, filler access for radiator/fuel/DEF/hydraulic/transmission
- p. The unit shall be provided with a loader boom service locking bar
- q. Loader shall have reinforced articulation joints with double tapered roller bearings
- r. Fuel tank capacity shall be no less than 79 gallons
- s. Operating weight with standard equipment, Z-Bar, pin-on wide GP 3 cu yd bucket, 20.5R25 tires, ROPS cab, 175 lb operator and full fuel tank shall be no less than 29,101 lb
- t. Loader with attachment coupler and bucket shall have height to hinge pin no less than 12'6"
- u. Reach at 45 degree dump, 7 ft clearance shall be no less than 4 ft 9 in with wide 3 cu yd General-Purpose with Bolt-on Edge bucket

#### 8. Frames and Structures:

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

#### 9. Side Boom Crane:

- a. Machine shall come with a Midwestern Side Boom Crane
- b. Maximum Lift Capacity @ 4' overhang will be 16,000 lbs
- c. Maximum Load Capacity @ 4' overhand will be 10,400 lbs
- d. Maximum Working Load Capacity @ 4' overhang will be 10,400 lbs
- e. Standard Boom will be 8' retracted and 13' extended
- f. Typical Hook Speed will be 97'/min.
- g. 3-Section, open or closed center with cable control directional control valve
- h. Maximum operating pressure will be 3,000 psi
- i. Maximum allowable flow will be 45 gpm
- j. Load Winch will be planetary, single speed with a dual brake system
- k. Wire rope installed will be 50'
- l. Max cable capacity of load winch will be 102'
- m. Wire rope diameter will be 1/2"
- n. 2,500 lbs removable counterweight segments will be optional
- o. Total Sideboom attachment weight should be 2,000 lbs
- p. Tubular telescopic boom will be engineered for exceptional lift capacity and ease of transport

- q. Three lever cable control system for all sideboom functions. The controls should be easy to operate and require minimal training
- r. Optional remote hydraulic pilot controls
- s. Optional multi axis pilot controls

10. Dealer and Warranty Requirements:

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

## SCHEDULE XI

### 44 HORSEPOWER CONCRETE SAW

#### GENERAL DESCRIPTION

The current District preference for concrete saws is the Merit M400-44HP-D. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT, BY NO LATER THAN 1/25/2018. CONTACT JASON NOSSARDI, 510-287-0878, TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

#### EQUIPMENT DESCRIPTION

New model of current production Merit M400-44HP-D or District pre-approved equivalent, to include all standard equipment and all specified below additional equipment. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications.

1. Kubota V1505-T Tier IV liquid cooled 44HP diesel engine.
2. Option to order as front or rear pivot
3. Four (4) speed transmission
4. Fuel capacity minimum of 6.5 gallons
5. Minimum machine weight of 1,200 lbs
6. Maximum height of 45"
7. Maximum width of 32"
8. Maximum length of 46"
9. 14" to 36" blade capacity
10. 16" maximum cut depth
11. Hydraulic raise and lower depth control
12. Adjustable depth stop
13. Drive speed of 0-240 feet-per-minute (FPM)
14. Spindle to be 1.44" minimum diameter with tapered roller bearings
15. Arbor to be 1" diameter
16. Unit(s) to include full parts, service, operator and repair manuals
17. 12 month, unlimited hours factory warranty
18. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training

## SCHEDULE XII

### 66 HORSEPOWER CONCRETE SAW

#### GENERAL DESCRIPTION

The current District preference for concrete saws is the Merit M600EX-66HP-D. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT, BY NO LATER THAN 1/25/2018. CONTACT JASON NOSSARDI, 510-287-0878, TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

#### EQUIPMENT DESCRIPTION

New model of current production Merit M600EX-66HP-D or District pre-approved equivalent, to include all standard equipment and all specified below additional equipment. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications.

1. Kubota V2607-T Tier IV liquid cooled 66HP diesel engine.
2. Option to order as front or rear pivot
3. Four (4) speed transmission
4. Fuel capacity minimum of 8 gallons
5. Minimum machine weight of 1,500 lbs
6. Maximum height of 45"
7. Maximum width of 37"
8. Maximum length of 52"
9. 14" to 48" blade capacity
10. 21" maximum cut depth
11. Hydraulic raise and lower depth control
12. Adjustable depth stop
13. Drive speed of 0-240 feet-per-minute (FPM)
14. Spindle to be 1.68" minimum diameter with tapered roller bearings
15. Arbor to be 1" diameter
16. Unit(s) to include full parts, service, operator and repair manuals
17. 12 month, unlimited hours factory warranty
18. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training

## SCHEDULE XIII

### VIBRATORY TRENCH ROLLER

#### GENERAL DESCRIPTION

The current District preference is for the Wacker Neuson Model RTKx-SC3. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT, BY NO LATER THAN 1/25/2018. CONTACT JASON NOSSARDI, 510-287-0878, TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

#### EQUIPMENT DESCRIPTION

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

1. Water-cooled three-cylinder Kubota D902 Tier IV CARB diesel engine with electric start
2. Dual drum drive
3. Articulated steering
4. Front and rear drum vibration
5. Drum diameter of 20.5"
6. Extendable drums for operating width of 22" or 32"
7. Minimum operating weight of 3,200 lbs.
8. Maximum height of 50"
9. Hydrostatic variable forward/reverse speeds
10. Dynamic (centrifugal) force: 7,600-15,400 lbs
11. Infrared remote control with line-of-sight safety control. Radio-controlled units will not be excepted.
12. Drive and exciter shall be of self-lubricating design
13. Engine control module with diagnostic LED's to monitor oil pressure, coolant level, engine temperature, glow plug, battery condition and air filter capacity
14. Minimum fuel tank capacity of 6 gallons
15. Forward/reverse travel speed of 1.5 mph
16. Turning radius (inner) of 63"
17. Standard manufacturer's 5 year warranty
18. Standard manufacturer's paint, no dealer decals

## SCHEDULE XIV

### SWEEPER

#### GENERAL DESCRIPTION

The current District preference is for the Laymor Model SM300-6. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT, BY NO LATER THAN 1/25/2018. CONTACT JASON NOSSARDI, 510-287-0878, TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

#### EQUIPMENT DESCRIPTION

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

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

18. Hydraulic power steering
19. Cushioned seat with retractable seatbelt and armrests
20. Engine protection system
21. Hub-engaged warning system
22. Engine oil pressure, water temperature and alternator warning lights
23. Electric hour meter
24. Tow package to include stop/turn/tail lamps
25. Tow harness with 7-way RV (flat blade) style connector
26. Technical service repair and parts manuals/books (CDROM/DVD Based material ok)



## SCHEDULE XV

### SMALL TILT TRAILER/RAMP TRAILER UNDER 10,000 lbs. GVWR

#### GENERAL DESCRIPTION

The current District preference for tilt trailers is the Towmaster T-9DT. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT, BY NO LATER THAN 1/25/2018. CONTACT JASON NOSSARDI, 510-287-0878, TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

#### EQUIPMENT DESCRIPTION

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

1. Towmaster T-9DT tilt trailer
2. 9,990 lbs. gross vehicle weight rating (GVWR)
3. 6,100 lbs. payload rating
4. Two (2) 7,000 lb. capacity axles
5. EZ-Lube hubs
6. 24" diamond plate approach
7. 16' deck length
8. 5' tongue length
9. 3" headboard height
10. 2" deck lip
11. 22" deck height
12. 2" nominal white oak decking
13. 102" overall width
14. 82" deck width
15. Maximum load angle of 13 degrees
16. Main beam frame to be constructed of 6" I-beam
17. Crossmembers to be 3" channel
18. Heavy duty fenders

19. Tongue-mounted, locking enclosed toolbox
20. Single lever, dual-point deck latch
21. A deck cushion cylinder will be standard
22. Hydraulic surge brakes
23. Adjustable 3" pintle ring for surge brakes
24. 7 pole RV style (flat blade) electrical plug
25. Standard black paint. No dealer decals
26. L.E.D. lights
27. 7,000 lbs. bolt-on, drop-leg parking jack
28. Eight (8) D-ring tie downs. Four (4) on each side
29. 16" steel wheels, 8-lug
30. Tire size = 235/85R16, load range "E"
31. 12 month full warranty
32. 10 year frame warrant
33. Dealer will be responsible for registering trailer with permanent exempt license plates through the DMV

## SCHEDULE XVI

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

#### GENERAL DESCRIPTION

The current District preference for tilt trailers is the Towmaster T-12DT. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT, BY NO LATER THAN 1/25/2018. CONTACT JASON NOSSARDI, 510-287-0878, TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

#### EQUIPMENT DESCRIPTION

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

1. Towmaster T-12DT tilt trailer
2. 15,900 lbs. gross vehicle weight rating (GVWR)
3. 12,000 lbs. payload rating
4. Two (2) 7,000 lb. capacity axles
5. EZ-Lube hubs
6. 24" diamond plate approach
7. 16' deck length
8. 5' tongue length
9. 3" headboard height
10. 2" deck lip
11. 22" deck height
12. 2" nominal white oak decking
13. 102" overall width
14. 82" deck width
15. Maximum load angle of 13 degrees
16. Main beam frame to be constructed of 6" I-beam
17. Crossmembers to be 3" channel
18. Heavy duty fenders

19. Tongue-mounted, locking enclosed toolbox
20. Single lever, dual-point deck latch
21. A deck cushion cylinder will be standard
22. Hydraulic surge brakes
23. Adjustable 3" pintle ring for surge brakes
24. 7 pole RV style (flat blade) electrical plug
25. Standard black paint. No dealer decals
26. L.E.D. lights
27. 12,000 lbs. bolt-on, drop-leg parking jack
28. Eight (8) D-ring tie downs. Four (4) on each side
29. 16" steel wheels, 8-lug
30. Tire size = 235/85R16, load range "E"
31. 12 month full warranty
32. 10 year frame warranty
33. Dealer will be responsible for registering trailer with permanent exempt license plates through the DMV

## SCHEDULE XVII

### 40,000 LB. RAMP TRAILER

#### GENERAL DESCRIPTION

The current District preference for ramp trailers is the Trail King Model TK40LP. If pre-approved by the District, commercial equivalents will be considered. **PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT, BY NO LATER THAN 1/25/2018. CONTACT JASON NOSSARDI, 510-287-0878, TO ARRANGE FOR EVALUATION OF THE DEMONSTRATION UNIT. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.**

#### EQUIPMENT DESCRIPTION

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

1. 40,000 lb. payload capacity
2. 5' tongue length
3. 3" pintle hitch, adjustable between 16.5" and 32"
4. 102" overall width
5. 32" loaded deck height
6. 1-3/8" apitong decking (raised)
7. 5' ladder style ramps with spring assist
8. Two (2) 22,500 lb. capacity axles
9. 4-spring suspension
10. 49" axle spacing
11. 12.25" X 7.5" air brakes
12. 4S2M ABS anti-lock brakes
13. Dual 6.75 X 17.5 8-hole disc wheels
14. Ten (10) inset D-rings
15. Lockable tool box, mounted in tongue area
16. Head board
17. I-beam cross members on 16" centers
18. Registration holder

19. L.E.D. lights
20. Electrical system per DOT regulations
21. Red and white conspicuity markings per DOT regulations
22. 1/8" steel plate welded to front portion of deck for a loader bucket to rest
23. Pocket cut-out of rear ramp for backhoe bucket to rest
24. Chock holder each side
25. Mid-deck removable step and grab handrail per side with two (2) side steps painted Omaha orange
26. Electrically operated tongue jack, 12,000 lb. capacity
27. Self-cleaning beaver tail
28. Standard manufacturer white paint, no dealer markings
29. Dealer will be responsible for registering machine with permanent exempt license plates through the DMV

**D. INSPECTION**

Vehicles will be inspected by the District at the dealer's place of business for proper functioning of all equipment and systems, workmanship, appearance, and conformance to the specifications. The Dealer is to contact Jason Nossardi at (510) 287-0878 to arrange for inspection.

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

**E. DELIVERY REQUIREMENTS**

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

**F. CONTRACTOR REQUIREMENTS**

Equipment under warranty shall be repaired and returned within five (5) working days or a replacement unit acceptable to the District shall be provided to the District on the sixth day or/and thereafter until the original unit is returned to District service. Cost associated with the replacement unit shall be the responsibility of the Contractor. In addition, any unit out of service for warranty repair in excess of fifteen (15) working days in a calendar year shall be replaced with a unit acceptable to the District commencing on the sixteenth day and everyday thereafter at the expense of the Contractor.

**G. PARTS BOOKS, SERVICE MANUALS, AND OPERATION INSTRUCTIONS**

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

**H. COMPLIANCE**

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

1. Department of Transportation, Federal Highway Administration, 49 CFR Motor Carrier Safety Regulations and Standards
2. Federal Motor Vehicle Safety Regulations and Standards

3. U.S. Environmental Protection Agency
4. Federal Energy Administration
5. California Vehicle Code
6. California Code of Regulations (California Administrative Code, Title 13)  
(Government Industrial Safety Orders, Title 8)

I. SERVICE

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

J. CONTRACTOR WARRANTY REPAIR REQUIREMENTS

Equipment under warranty shall be repaired and returned within five (5) working days or a replacement unit acceptable to the District shall be provided to the District on the sixth day and thereafter until the original unit is returned to District service. Cost associated with the replacement unit shall be the responsibility of the Contractor. In addition, any unit out of service for warranty repair in excess of fifteen (15) working days in a calendar year shall be replaced with a unit acceptable to the District commencing on the sixteenth day and everyday thereafter at the expense of the Contractor.

K. VEHICLE LICENSING

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

The address on all documents shall be as follows:

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

L. SAFETY ORDERS AND VEHICLE CODE

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



**M. 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**

<b>EVENT</b>	<b>DATE/LOCATION</b>
<b>RFQ Issued</b>	December 19, 2017
<b>Deadline For Submission of Questions</b>	December 27, 2017
<b>Deadline for Submittal of Commercial Equivalent Substitutions</b>	<b>January 19, 2018</b>
<b>Addendum to Announce Pre-Approved Equivalents (if necessary)</b>	February 5, 2018
<b>Response Due</b>	February 14, 2018, by 1:30 p.m.
<b>Anticipated Contract Start Date</b>	March 15, 2018

**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. Awards will be made by schedule. 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. PRE-APPROVED MANUFACTURER/MODEL COMMERCIAL EQUIVALENTS

Proposals for "pre-approved or equal" substitutions requested during the bidding period shall be furnished, **by January 19, 2018**, to:

Mtc. Support Division, Jason Nossardi (MS#58)  
ofc (510) 287-0878, [jason.nossardi@ebmud.com](mailto:jason.nossardi@ebmud.com)  
East Bay Municipal Utility District  
P. O. Box 24055  
Oakland, CA 94623-1055

Proposals shall be accompanied by complete technical and descriptive data necessary to determine equality of the material, product, thing, or service. Samples shall be provided when requested. The burden of proof as to availability, comparative quality, suitability, and performance of the proposed substitution shall be upon the bidder. The bidder will not be reimbursed for any work and costs necessary for making the substitution workable. Proposals will be evaluated and deemed accepted, rejected, or incomplete by the District; the District will be the sole judge as to such matters. **If the substitution is accepted, bidders will be notified by addenda February 5, 2018.**

C. PRICING

1. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the District.
4. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.

#### D. PROTESTS

Protests must be in writing and must be received no later than seven (7) business days after the District issues the Notice of Intent to Award, which is sent to all entities who submitted a bid package. 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 or hand delivered to the Manager of Purchasing, 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 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 working days from the date of receipt of the requesting organization's determination on the protest.

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

G. WARRANTY

1. 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: Jason Nossardi, Equipment Supervisor  
EBMUD-Mtc. Support Div./Mtc. & Construction Dept.  
E-Mail: [jason.nossardi@ebmud.com](mailto:jason.nossardi@ebmud.com)  
PHONE: (510) 287-0878

CONTRACT EQUITY PROGRAM:

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

AFTER AWARD:

Attn: Jason Nossardi, Equipment Supervisor  
EBMUD-Mtc. Support Div./Mtc. & Construction Dept.  
E-Mail: [jason.nossardi@ebmud.com](mailto:jason.nossardi@ebmud.com)  
PHONE: (510) 287-0878

**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:**

Andrew Akelman, Manager of Purchasing  
East Bay Municipal Utility District  
CONSTRUCTION EQUIPMENT  
RFQ No. 1720  
EBMUD–Purchasing Division  
P.O. Box 24055  
Oakland, CA 94623

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

Andrew Akelman, Manager of Purchasing  
East Bay Municipal Utility District  
CONSTRUCTION EQUIPMENT  
RFQ No. 1720  
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. 1720 – CONSTRUCTION EQUIPMENT**

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

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

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

- **BIDDERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFQ RESPONSE WITH ORIGINAL INK SIGNATURES, AND ONE (1) COPY, CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
  - **EXHIBIT A – RFQ RESPONSE PACKET**
    - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING THE RFQ RESPONSE.**
- **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFQ RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFQ RESPONSE REJECTED IN TOTAL.**
- **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFQ, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFQ RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFQ RESPONSE DISQUALIFIED.**
- **BIDDERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFQ OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFQ RESPONSE.**





## 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 of RFQ No. 1720.
3. The undersigned acknowledges acceptance of all addenda related to this RFQ. List Addenda for this RFQ on the lines below:

Addendum #	Date

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 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.
10. 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 5% 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):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ 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\_\_\_\_\_



## BIDDING SHEET

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

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

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

### SCHEDULE I – Multi Terrain Loader

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

\* Discount in Year 1 will remain fixed in Years 2-5.

### SCHEDULE II – 39-inch Vibratory Paving Roller

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

\* Discount in Year 1 will remain fixed in Years 2-5.



## BIDDING SHEET (cont.)

### SCHEDULE III – 47-inch vibratory Paving Roller

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

\* Discount in Year 1 will remain fixed in Years 2-5.

### SCHEDULE IV – Tractor Loader

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

\* Discount in Year 1 will remain fixed in Years 2-5.



## BIDDING SHEET (cont.)

### SCHEDULE V – Backhoe Loader

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

\* Discount in Year 1 will remain fixed in Years 2-5.

### SCHEDULE VI – Compact Excavator

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

\* Discount in Year 1 will remain fixed in Years 2-5.



## BIDDING SHEET (cont.)

### SCHEDULE VII – Mid-Size Excavator

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

\* Discount in Year 1 will remain fixed in Years 2-5.

### SCHEDULE VIII – Large Excavator

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

\* Discount in Year 1 will remain fixed in Years 2-5.



## BIDDING SHEET (cont.)

### SCHEDULE IX – Articulated Loader with 2.5 Cubic Yard Bucket

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	Articulated Loader with 2.5 Cubic Yard Bucket as specified  Make _____  Model _____	\$ _____	_____ %

\* Discount in Year 1 will remain fixed in Years 2-5.

### SCHEDULE X – Articulated Loader with 3 Cubic Yard Bucket and Midwestern Side Boom

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	Articulated Loader with 3 Cubic Yard Bucket and Midwestern Side Boom as specified  Make _____  Model _____	\$ _____	_____ %

\* Discount in Year 1 will remain fixed in Years 2-5.





## BIDDING SHEET (cont.)

### SCHEDULE XI – 44 Horsepower Concrete Saw

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	44 Horsepower Concrete Saw as specified  Make _____  Model _____	\$ _____	_____ %

\* Discount in Year 1 will remain fixed in Years 2-5.

### SCHEDULE XII – 66 Horsepower Concrete Saw

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	66 Horsepower Concrete Saw as specified  Make _____  Model _____	\$ _____	_____ %

\* Discount in Year 1 will remain fixed in Years 2-5.



## BIDDING SHEET (cont.)

### SCHEDULE XIII – Vibratory Trench Roller

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

\* Discount in Year 1 will remain fixed in Years 2-5.

### SCHEDULE XIV – Sweeper

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

\* Discount in Year 1 will remain fixed in Years 2-5.



## BIDDING SHEET (cont.)

### SCHEDULE XV – Small Tilt Trailer/Ramp Trailer Under 10,000 lbs. GVWR

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

\* Discount in Year 1 will remain fixed in Years 2-5.

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

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

\* Discount in Year 1 will remain fixed in Years 2-5.



**BIDDING SHEET**  
(cont.)

**SCHEDULE XVII – 40,000 lb. Ramp Trailer**

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

\* Discount in Year 1 will remain fixed in Years 2-5.



## REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Description of the Proposed Equipment/System:** RFQ response shall include a description of the proposed equipment/system, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the District and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFQ response. Finally, the description shall describe all product warranties provided by bidder.
2. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable or environmental initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific products procured under this RFQ or in relation to the manufacture, delivery, or office practices of your firm which relate to the provision of these products.
3. **References:**
  - (a) Bidders must use the templates in the “References” section of this Exhibit A – RFQ Response Packet to provide references.
  - (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
    - Bidders must verify the contact information for all references provided is current and valid.
    - Bidders are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
  - (c) The District may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this RFQ. The District reserves the right to contact references other than those provided in the RFQ response.
4. **Exceptions, Clarifications, Amendments:**
  - (a) The RFQ response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFQ and associated RFQ documents, which shall be submitted with Bidder’s RFQ response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFQ Response Packet.

- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFQ RESPONSE DISQUALIFICATION.**

5. **Contract Equity Program:**

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



## REFERENCES

### RFQ No. 1720 – CONSTRUCTION EQUIPMENT

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

**Bidder must provide a minimum of three (3) references.**

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

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

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

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

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



## EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

### RFQ No. 1720 – CONSTRUCTION EQUIPMENT

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

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

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

\*Print additional pages as necessary





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

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

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

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

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

Please include the required completed forms with your bid.

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

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

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

**[Contract Equity Program 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.

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

### INDEMNIFICATION AND INSURANCE

A. Indemnification

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

B. 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.

C. 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.

D. 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 *products and completed operations*.
8. The policy(ies) covers the use of *owned, non-owned* and hired automobiles.
9. 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
12. PAYROLL RECORDS
13. HOURS OF LABOR
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**1. DEFINITIONS**

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

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

- b. **“Contract”** means the agreement between the District and Contractor as memorialized in the Contract Documents.
- c. **“Business Entity”** means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- d. **“Buyer”** means the District’s authorized contracting official.
- e. **“Contract Documents”** comprise the entire agreement between the District and the Contractor and can include the District’s contract form if used, any purchase order, RFP, RFQ or Contractor response packet, and any addenda, appendices and District approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor’s proper execution and completion of the Work. Any part of the Work not shown or mentioned in the Contract Documents that is reasonably implied, or is necessary or usual for proper performance of the Work, shall be provided by the Contractor at its expense.
- f. **“Contractor”** means the Business Entity with whom the District enters into a contractual agreement. Contractor shall be synonymous with “supplier”, “vendor”, “consultant” or other similar term.
- g. **“Day”** unless otherwise specified, days are calendar days, measured from midnight to the next midnight.
- h. **“District”** means the East Bay Municipal Utility District, its employees acting within the scope of their authority, and its authorized representatives.
- i. **“Force Account”** means the method of compensation for Work performed that is billed at actual cost for labor, materials, equipment, taxes and other costs plus a specified percentage of markup for overhead and profit. Compensation rate for certain cost elements may be specified in the Contract.
- j. **“Goods”** means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- k. **“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.
- l. **“Work”** means all labor, tasks, materials, supplies, and equipment required to properly fulfill the Contractor’s obligations as required in the Contract Documents.
- m. **“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 performing 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 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, or Change Order to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The

Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order preparation costs if the Contractor's proposal is not accepted by the Project Manager.

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

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

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

## **17. DELAYS**

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay

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

- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures) the Project Manager will grant the Contractor an extension of time in an amount equal to the period of the excusable delay based on the analysis of schedule impact and delay analysis diagram, which shall be the Contractor's sole and exclusive remedy for such delay. Excusable delays shall include labor strikes, adverse weather, or Acts of God which directly affect the Contractor's performance.
- 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.
- 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. TRANSFER OF INTEREST**

Contractor shall not assign, transfer or otherwise substitute its interest in the Contract or any of the contract obligations without prior written consent from the District.

## **25. 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.

## **26. 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.

**27. 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.

**28. 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.

**29. 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.