



Zone 7 Water Agency

REQUEST FOR QUOTATION

Landscape Maintenance Services

RFQ # 2020-09

RFQ Document Released for Solicitation: August 14, 2020

Deadline for Submission of Written Questions: August 21, 2020

Quotation Due by: 10:00 a.m. PT August 28, 2020

Contact:

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I. Purpose

Alameda County Flood Control and Water Conservation District, Zone 7 Water Agency (hereafter referred to as "Agency") is requesting Quotations for Landscape Maintenance Services for various Zone 7 facilities. Maintenance shall consist of fertilization, pruning, mowing, irrigation, weed abatement, insect/disease control, and any other procedures consistent with good horticultural practice necessary to ensure normal, vigorous, and healthy growth of lawn, trees, and landscape plantings.

All bidders shall meet the provisions, requirements and specifications listed in the Request for Quotation # 2020-09.

II. Description of the Agency

Zone 7 Water Agency (Agency) is responsible for providing flood control and water resources to the Livermore-Amador Valley. The Agency was created by the California Legislature in 1947 and Zone 7, as it is known today, was formed by a vote by local residents in 1957. Of Alameda County's 10 active zones, only Zone 7 has its own elected seven-member board of directors. As the Tri-Valley's water "wholesaler," Zone 7 sells treated water primarily to four retail water agencies - the California Water Service Company, the cities of Livermore and Pleasanton, and the Dublin San Ramon Services Agency. It also sells untreated water directly to agricultural and other customers.

III. Specifications and Scope of Service

Scope of Work

The bidder shall furnish all labor, equipment, transportation, materials, and the supervision necessary to perform the landscape maintenance services at various Zone 7 Water Agency facilities. The facilities, addresses, schedule/frequency, and work to be performed are outlined in Appendix A (Bid Form).

Equipment

All equipment necessary to fulfill the specified maintenance shall be provided and maintained by the contractor.

Lawn Care

1. Mowing – All lawns to be cut not less than once a week to insure uniform height and a neat appearance.

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2. Edging – Trimming of edges next to walkways, header boards, around sprinkler heads and up against buildings shall be done at least twice a month to maintain a uniform and neat appearance.
3. Fertilization and Weed Control – Fertilization and weed control will be done on as needed basis to keep the lawns in a green and healthy condition, but not less than four times yearly.

Ground Cover

1. Ground cover shall always be maintained in a healthy and vigorous condition.
2. Pruning and Edging – Ground cover to be edged as needed to prevent over run into lawn areas, sidewalks, buildings, water meters, etc. A cleared circle shall be maintained at the base of trees and plants to reduce competition of nutrients by ground cover.
3. Fertilizing and Disease Control – Fertilization shall coincide with the growing season. One application of slow-released fertilizer in the spring shall be enough for established ground cover. Young and sparse ground cover may require an additional application of fertilizer. All materials will be inspected through the year to insure against disease and insect infestation. If an infestation occurs, appropriate ground cover protective action will be taken.
4. Weed Control – Weed control will be done on an as needed basis to keep the ground cover in a healthy condition. Weeds will be controlled preferably with a pre-emergent herbicide but also with selective systematic herbicides.
5. Replacement – Ground cover found to be damaged as a result of the Contractor's improper maintenance and/or neglect will be replaced by the Contractor at no expense to the Agency. Ground cover that die naturally or under extreme weather conditions not controllable by the Contractor will be replaced by the Contractor at Agency's expense.

Shrubs and Plants

1. Shrubs and plants shall be maintained to a healthy and thriving condition.
2. Pruning – Shrubs and plants shall be pruned when necessary to maintain the above condition.
3. Fertilization and Disease Control – All shrubs and plants will be fertilized no less than twice per year. Additionally, they will be inspected throughout the year to insure against disease and infestation. If infestation or disease occurs, appropriate fungicide or insecticide will be applied by the Contractor at the Agency's expense.

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4. Contractor shall install and maintain all annual color on a quarterly basis at the Agency's expense. Contractor shall maintain annual color in the same manner as for shrubs and ground cover. Annual color shall always be kept neat, healthy, and vigorous.
5. Replacement – Shrubs and plants found to be damaged as a result of the Contractor's improper maintenance and/or neglect will be replaced by the Contractor at no expense to the Agency. Shrubs and plants that die naturally or under extreme weather conditions not controllable by the Contractor will be replaced by the Contractor at the Agency's expense.

Trees

1. Trees shall be maintained to a healthy condition. Contractor is responsible for tree maintenance up to 12 feet ONLY.
2. Pruning – Trees will be pruned on a regular basis to remove any sucker growth or damaged limbs, to maintain proper branching and head, to reduce toppling and wind damage by thinning out, to maintain growth within space limitations, to maintain a natural appearance and to balance the tree.
3. Stakes and Guys – Contractor shall maintain all stakes and guys. Trees shall be inspected on a periodic basis to prevent girdling of trunks or branches and to prevent rubbing that causes bark wounding. Installing, removing, and replacing stakes will be done at the Agency's expense.
4. Fertilization – Fertilization will be done on all trees no less than twice per year.
6. Disease and Insect Control – Trees will be inspected throughout the year to insure against disease and insect infestation. If disease or infestation occurs, an appropriate fungicide or insecticide will be applied by the Contractor at the Agency's expense.
7. Replacement - Trees found to be damaged as a result of the Contractor's improper maintenance and/or neglect will be replaced by the Contractor at no expense to the Agency. Trees that die naturally or under extreme weather conditions not controllable by the Contractor will be replaced by the Contractor at the Agency's expense.

Drought Tolerant Garden

The Drought Tolerant Garden is a high visibility garden visited by customers of the Zone 7 Agency and municipal and public officials. Its function as landscaping to the office is secondary to this purpose. Because of its demonstration function, it is the intent to ensure that the garden is kept at a high level of maintenance and is presentable to the public during the week and weekends.

The Contractor shall provide a minimum of six (6) man hours of labor each week to perform and complete the following services.

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1. Ground cover and shrub maintenance including but not limited to pruning, ground cover edging and welling, weeding, fertilization, pre-emergent and post-emergent herbicide application and pest control.
2. Tree maintenance including but not limited to pruning, staking and guying, ground cover welling, fertilization, and pest control.
3. Debris control including but not limited to controller programming, irrigation checks, and system adjustment.
4. The contractor shall be on site a minimum of two days per week. One day shall be Monday or Tuesday and the other day shall be Thursday or Friday. The purpose of this schedule is to check the site at the beginning and at the end of the week to ensure that the irrigation system is properly set and that the site is clean and presentable. In addition to the regular crew, the Contractor's supervisor shall visit the site one day each week to assess and organize the work for the week.

Trash and Debris

1. All trash and plant debris (including green waste) resulting from the normal maintenance operation of the Contractor shall be removed from the site at each visit.
2. All hard surface (walkways, driveways, carports, etc.) shall be blown by the Contractor to remove debris before leaving the site.

Weeds in Concrete and Asphalt Areas

The contractor shall be responsible for the control of all weeds in all paved areas including walks, curbs, and driveway aprons. Herbicides may be used for removal.

Irrigation System

All planted areas will be watered regularly using installed, automatic irrigation system. Clock schedules for irrigation system will be maintained by Contractor. Watering of all landscape will be commensurate with plant needs, weather conditions, exposure to sun, variations in soil type and drainage condition. Repairs to the irrigation system will be paid for by the Agency on time and material basis. Any repairs made necessary due to Contractor's negligence will be paid for by the Contractor.

Site Specific Scope of Service

The site-specific scope of service for each site can be found in Appendix A. Some items above may not apply.

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IV. Vendor Instructions

Review all Specifications and Scope of Work on Section III above and Appendix A before completing and submitting quotation.

The following information or documentation must be submitted:

1. Appendix A, Bid Form.
2. Appendix B, Exceptions or Deviation, to list any exceptions taken to anything within this RFQ.
3. Appendix C, Minimum Insurance Requirements.
4. Appendix D, Public Work – Prevailing Wage Job.
5. Current and valid California Landscape Contractors license, Qualified Pesticide Applicator's License, and applicable California State, County, and City Licenses.
6. Appendix E, References. Submit a minimum of three references that demonstrate the company's experience with Landscaping Maintenance Services and/or work similar in nature to that described within this RFQ.

Site Walk

A site walk is scheduled on Thursday, August 20, 2020 at 10:00 am. (OPTIONAL) beginning at the Del Valle Plant, 901 E. Vineyard Ave., Livermore.

This site visit will continue to:

Parkside Drive Office, 5997 Parkside Drive, Pleasanton,
Mocho Demineralization Plant at 5215 Stoneridge Drive, Pleasanton
Patterson pass Water Treatment Plant at 8750 Patterson Pass Road, Livermore.

Please email Maria Gan at mgan@zone7water.com if you are participating in the walk. Due to the current Covid-19 situation, face covering will be required, and social distancing should be observed.

Submission of Quotation

Quotations must be received no later than 10:00 am, Pacific Time, on August 28, 2020. Quotations shall be submitted via **EMAIL** with Subject **"Request for Quotation No. 2020-09"** to:

[Maria Gan, Buyer I](mailto:mgan@zone7water.com)
[Email: mgan@zone7water.com](mailto:mgan@zone7water.com)

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Note: Late submittals cannot be accepted. The date and time the email is received shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

V. Award, Protest and Agreement Execution

Quotation Opening

There will be no public opening of submittal Quotations. All information regarding the bid responses will be held as confidential until such time as the bids has been evaluated, or if, an award has been made. After the evaluation process is concluded and a proposed intent to award determination is made, the notification of the proposed award will be emailed to all the bidders.

Quotation Evaluation

Quotations will be reviewed based on the following:

1. The overall total cost for the initial agreement period of (3) years.
2. Submission of a current and valid California Landscape Contractors License, Pesticide Applicator's License, and applicable California State, County, and City Licenses.

Quotations Withdrawals or Modifications

Quotations may be modified or withdrawn only via email received by the Agency prior to the Request for Quotation due date (Closing Date).

Quotation Rejection

Zone 7 Agency reserves the right to reject any and all Quotations, to negotiate specific terms, conditions, compensation, and provisions on any agreements that may arise from this solicitation; to waive any informalities or irregularities in the Quotations; and to accept the Quotation(s) that appear(s) to be in the best interest of the Agency.

Subcontracting

If subcontracting is contemplated, this should be discussed in your Quotation. No additional subcontracting will be allowed without the express prior written consent of the Agency.

Preparation Costs

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Any Quotation preparation and/or travel cost regarding this Quotation is the sole responsibility of the Bidder. All Quotation documents; prints and any detailed drawings shall be the property of the Agency once submitted.

Notification of Intent to Award

In the event a Bidder elects to protest the Agency's selection, the protest must be submitted via email in accordance with the Agency's protest procedures.

Agreement Period

The initial agreement period shall be for three (3) years beginning on **October 1, 2020**. The Agency can at its choice, exercise offers for two additional annual extensions for a total possible agreement period of five (5) years. The Agency may cancel all or any portion of the agreement for any reason with 30 days written notice to Contractor.

Insurance Requirements

The successful Bidder(s) shall furnish the Agency proof of insurance requirements as specified in Appendix C.

Execution of Agreement

The Agreement shall be signed by the successful Bidder(s) and returned, together, with the required insurance documents within ten (10) calendar days after the Bidder has received the notice of award. Failure to do so shall be just cause for the annulment of the award at the sole election of the Agency. No Quotation or Agreement shall be considered binding upon the Agency until the execution of the Agreement by the Agency Board of Directors and all conditions of the Agreement and or RFQ have been met.

Invoicing and Payment Process

The Contractor will bill on a monthly basis based on work performed. Invoices not including the proper purchase order or contract number, or any variations may cause a delay in payment. Payment will be made after invoices are received, approved by the staff overseeing the work and the department has processed the payment. Payments will normally be made at the end of thirty (30) days unless other terms are specifically offered by the Contractor and accepted by the Agency. The Agency does not pay in-advance or for interest or fees for late payments.

Agreement Extension

At the sole discretion of the Agency, the Agency may, upon two months prior notice to the

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Contractor, extend the Agreement for two successive 12-month periods. Such extensions shall be under the same terms and conditions or as negotiated and revised in writing. At such time as the Agency chooses to exercise the option to extend the Agreement, the Contractor will be notified and requested to submit a written Quotation detailing the next 12-months offered price for the agreement services. If the option for any 12-month period extension is not exercised, the agreement shall terminate at the end of the current period term.

Agreement Price Adjustment Parameters

To be eligible for an Agreement Extension, the price shall either remain the same as proposed or, upon mutual agreement, can be adjusted by the 12-Month percentage change in the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco, Oakland, San Jose, California index published by the Department of Labor for the most current yearly comparison three months prior to the Agreement expiration dates. For example, if the Agreement expires in September the CPI comparison would be between the June CPI for that year and the preceding year.

Despite any changes in the CPI for any given twelve-month adjustment period, upward adjustment of Agreement amount shall not exceed 5 percent during any single twelve-month adjustment period.

VI. General Provisions

Independent Contractor

In performance of the work, duties and obligations assumed by the Bidder, it is mutually understood and agreed that the Bidder, including any and all of the Bidder's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the Agency.

Notice Related to Proprietary/Confidential Data

No part of any bid response shall be confidential or proprietary. Bid responses submitted in response to this RFQ may be subject to public disclosure. Agency shall not be liable in any way for disclosure of any such records. Additionally, all bid responses shall become the property of the Agency. Agency reserves the right to make use of any information or ideas contained in submitted bid responses. This provision is not intended to require the disclosure of record that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, *et seq.*) or of "trade secrets" protected by the

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Uniform Trade Secret Act (Civil Code Section 3426, *et seq.*) Pricing information is not considered proprietary information.

Governing Law and Regulations

The services will be performed in, construed by and interpreted according to the laws of the State of California. Bidder will comply with all federal, state, and local laws, standards, regulations, licenses, and permits.

VII. Prevailing Wage/Compliance with Provisions of Laws Relative to Public Contracts

For contracts totaling \$1,000.00 or more, Contractor shall pay to persons performing labor in and about the Work an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Agency to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at the site of the Work.

VIII. Contractor Registration Requirements

Pursuant to Labor Code Section 1771.1(a) [A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.](#) It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(c) An inadvertent error in listing a sub-consultant who is not registered pursuant to Section 1725.5 in a proposal shall not be grounds for filing a protest or grounds for considering the proposal nonresponsive, provided that any of the following apply:

(1) The sub-consultant is registered prior to the proposal submittal date.

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(2) Within 24 hours after the proposal submittal date, the sub-consultant is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The sub-consultant is replaced by another registered sub-consultant pursuant to Section 4107 of the Public Contract Code.

Only vendors/contractors that are subject to the public works statutes would be required to register. A&E firms that are not doing or subcontracting out tasks subject to public work requiring prevailing wages are not subject to registration and public works laws. Design work is not subject to prevailing wages and, therefore, not considered public work, and the firm does not have to register. For example, A&E tasks that are subject to public works laws would be surveying, soil testing, material testing, and building/construction inspection, as there is prevailing wage determination for these works.

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

Department of Industrial Relations- Contractor Registration information and web link:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier. (Appendix E)

This service is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as Zone 7 when requested.

IX. Definitions

Agency: Zone 7 Water Agency or its authorized representative.

Request for Quotation (RFQ): The document soliciting invitation for Quotation and includes basic Quotation information and contractual documents.

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Bidder: a person, corporation, partnership, or other entity who submits a Quotation.

Closing Time: The time and date deadline for submission of Quotation.

Contractor: Upon the Agency's award of the agreement a successful Bidder will become known as "Contractor".

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APPENDIX A - BID FORM

COST SHALL BE SUBMITTED ON EXHIBIT A AS IS. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED. Bid responses that do not comply will be subject to rejection in total. The cost quoted shall include all taxes and all other charges, including travel expenses, and is the cost the County will pay for the term of any contract that is a result of this bid. This quote is valid for a minimum of 90 days.

LOCATION	WORK DESCRIPTION	RECOMMENDED FREQUENCY	PRICE
Parkside Offices and Hopyard 6	Work to be performed as specified in the Drought Tolerant Garden Specifications	As outlined in attached specifications	\$
Del Valle Water Treatment Plant	Areas marked in yellow on attached photo NO SPRAYING - MECHANICAL EQUIPMENT TO BE USED IN THESE AREAS		
	Weed control - spraying OK around buildings and other structures	Monthly	\$
	Do not cut grass on steep slopes. Maintain irrigation at the front gate and rear of the buildings	Bi-Weekly	\$
	Tree trimming along fence line to allow view of fences	As outlined in attached specifications	\$
	Maintain roses at the front entry gate	Bi-Weekly	\$
	Landscape plants in front and back of the Lab and main control room	Bi-Weekly	\$
	Eliminate brush along the fence line	Quarterly	\$
	Mowing in general open areas and string trimming where mower is not accessible	Quarterly	\$
Patterson Pass Treatment Plant	Areas marked in yellow on attached photo NO SPRAYING - MECHANICAL EQUIPMENT TO BE USED IN THESE AREAS (NO CHEMICALS TO BE USED AROUND CREEK, BEDS, AND PONDS)		
	Weed control - spraying OK around buildings, other structures, and fence line	Quarterly	\$
	Eliminate brush at east and south fences (Mechanical cutting)	As outlined in attached specifications	\$
	Weed abatement in general open areas - OK in areas marked in red EXCEPT NO WORK BETWEEN FENCES AND DRAINAGE DITCH; NO WORK IN DRAINAGE DITCH	Every Six months	\$
Demineralization Plant	Weed abatement and landscape maintenance - Entire Property	Monthly	\$

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Mocho 4 Well	Tree Trimming and Maintenance	As outlined in attached specifications	\$
Dougherty Reservoir	Weed abatement inside of fence line	Every six months	\$
	Mow along access road in late spring and clean drainage	Annually	\$
Kitty Hawk Rate Control Station Stoneridge Well Field Silver Oaks Pumping Station Vasco Rate Control Station	Trim outside; Weed Control; Trim inside property and along access road	Annually	\$
Mocho 1 Well Mocho 2 Well Mocho 3 Well	Weed abatement and keep yard clean; Clean debris on top of main building	Every Six Months	\$
Hopyard 9 Well	Weed abatement	Every Six months	\$
	Mowing access road and trim overhanging branches	Beginning of spring	\$
Chain of Lakes Well 1 Chain of Lakes Well 2 Chain of Lakes Well 5	Weed abatement - Front to road, inside fence, outside where accessible 6ft from fence	Annually	\$
Vineyard/Pleasanton 5 Turnout Pleasanton 6 Turnout near Ruby Hills Fire Station Pleasanton 7 Turnout Dublin 5 Turnout Livermore 6 Turnout Livermore 9 Turnout - around vault Veteran Administration Turnout 2 Cross-Valley Control Station	Weed abatement	Annually	\$
		YEAR 1 TOTAL	

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THE MULTI-YEAR PRICING QUOTE CAN BE IN \$, PERCENTAGE (%), OR CONSUMER PRICE INDEX (CPI). Please see provisions above under “Agreement Price Adjustment Parameters”.

YEAR 2	
YEAR 3	

OPTIONAL

YEAR 4	
YEAR 5	

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FACILITY ADDRESSES:

FACILITY NAME	ADDRESS
Parkside and Hopyard 6	5997 Parkside Dr. Pleasanton CA 94588
Del Valle Water Treatment Plant	901 E. Vineyard Ave. Livermore, CA 94550
Patterson Pass Water Treatment Plant	8750 Patterson Pass Rd. Livermore, CA 94550
Demineralization Plant	5215 Stoneridge Dr. Pleasanton, CA 94566
Mocho 4 Well	5215 Stoneridge Dr. Pleasanton, CA 94566
Dougherty Reservoir	Reservoir entrance is appr. 75' East of Stagecoach Rd on North side of Topaz Circle. Across street from 7782 Coral Way, Dublin, 94568
Kitty Hawk Rate Control Station	29 East Airway Blvd. Livermore, CA 94551
Stoneridge Well Field	3750 Stoneridge Drive, Pleasanton CA 94566
Silver Oaks Pumping Station	3998 Silver Oaks Way Livermore, CA 94550
Vasco Rate Control Station	5905 Northfront Rd Livermore, CA 94551
Mocho 1 Well	2722 Santa Rita Rd. Pleasanton, CA 94566
Mocho 2 Well	2552 Santa Rita Rd. Pleasanton, CA 94566
Mocho 3 Well	2703 Santa Rita Rd. Pleasanton, CA 94566
Hopyard 9 Well	5750 Parkside Dr. Pleasanton CA 94588
Chain of Lakes Well 1 (COL 1)	2655 El Charro Rd. Pleasanton, CA 94588
Chain of Lakes Well 2 (COL 2)	2633 El Charro Rd. Pleasanton, CA 94588
Chain of Lakes Well 5 (COL 5)	2605 El Charro Rd. Pleasanton, CA 94588
Vineyard/Pleasanton 5 Turnout	3550 Nevada St, Pleasanton, CA 94566
Pleasanton 6 Turnout near Ruby Hills Fire Station	1150 Machado Pl Pleasanton, CA 94566
Pleasanton 7 Turnout	300 Vineyard, Pleasanton, CA 94566
Dublin 5 Turnout	Fenced Area North of San Francisco Premium Outlets Parking Lot (37.700619, -121.843781)
Livermore 6 Turnout	862 N Vasco Rd Livermore, CA 94551 (vault on corner)
Livermore 9 Turnout - around vault	Vault South of 930 Airway Blvd Livermore, CA 94551
Veteran Administration Turnout 2	S/W of E. Vineyard Ave, below Del Valle Water Treatment Plant (37.640525, -121.785985)
Cross-Valley Control Station	450' N of Stoneridge Dr on E/S of Santa Rita Rd at Flood Control Channel (37.688901, -121.877669)

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**APPENDIX B
EXCEPTIONS OR DEVIATIONS**

List below exceptions and/or deviation, if any, to the RFQ and its exhibits and submit with your bid response.

The District is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

_____	_____	_____
Bidder Name	Bidder Signature	Date

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**APPENDIX C
MINIMUM INSURANCE REQUIREMENT**

Recommended Indemnification Language – To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Zone 7 Water Agency’s sole negligence or willful acts.

Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Zone 7 Water Agency) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Zone 7 Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Zone 7 Water Agency; but this provision applies regardless of whether or not the Zone 7 Water Agency has received a waiver of subrogation from the insurer.

4. **Contractor’s Pollution Liability** – limits no less than \$2,000,000 per occurrence or claim, and \$4,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Zone 7 Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Zone 7 Water Agency.

Other Required Provisions - The general liability and pollution policies must contain, or be endorsed to

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contain, the following provisions:

1. **Additional Insured Status:** Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Zone 7 Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Zone 7 Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Zone 7 Water Agency.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Zone 7 Water Agency. The Zone 7 Water Agency may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Zone 7 Water Agency.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Zone 7 Water Agency.

Verification of Coverage – Contractor shall furnish the Zone 7 Water Agency with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Zone 7 Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Zone 7 Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Subcontractors - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Zone 7 Water Agency its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Safety:

In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

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**APPENDIX D
PUBLIC WORK – PREVAILING WAGE**

Important Notice: California law (SB 854) provides that “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.” Please go to <http://www.dir.ca.gov/Public-Works/Contractors.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

THIS FORM MUST BE COMPLETED & SUBMITTED WITH EACH BID/PROPOSAL/QUOTE EXCEEDING \$1,000 THAT INCLUDES LABOR COSTS

NAME OF GENERAL CONTRACTOR	CONTRACTOR'S LICENSE #	DIR REGISTRATION #
MAILING ADDRESS (STREET NUMBER OF PO BOX)	CITY	
	ZIP CODE	
	PHONE #	
GENERAL CONTRACTOR'S CONTACT EMAIL ADDRESS		

CLASSIFICATION OR TYPE OF WORKER (CARPENTER, PLUMBER, ETC.) THAT WILL BE EMPLOYED BY THE CONTRACTOR(S)

PLEASE LIST SUB-CONTRACTORS AND THEIR WORKER CLASSIFICATION IN THE SUB-CONTRACTOR SECTION

Check all that apply:

<input type="checkbox"/> Asbestos	<input type="checkbox"/> Bricklayers	<input type="checkbox"/> Carpenters	<input type="checkbox"/> Carpet/Linoleum
<input type="checkbox"/> Cement Masons	<input type="checkbox"/> Drywall Finisher	<input type="checkbox"/> Drywall Lather	<input type="checkbox"/> Electrician
<input type="checkbox"/> Elevator Mechanic	<input type="checkbox"/> Glazier	<input type="checkbox"/> Iron Worker	<input type="checkbox"/> Laborer
<input type="checkbox"/> Landscape Maintenance	<input type="checkbox"/> Operating Engineer	<input type="checkbox"/> Modular Furn. Installer	<input type="checkbox"/> Painter
<input type="checkbox"/> Pipe Trades/Plumber	<input type="checkbox"/> Plaster	<input type="checkbox"/> Roofers	<input type="checkbox"/> Sheetmetal/HVAC
<input type="checkbox"/> Sound/Com/Data	<input type="checkbox"/> Surveyors	<input type="checkbox"/> Teamster	<input type="checkbox"/> Telecom Technician
<input type="checkbox"/> Tile Workers	<input type="checkbox"/> House Mover		<input type="checkbox"/> Other _____

Non-Performing (All work sub-contracted)

Classifications and wage rates can be found at: <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>
DIR Prevailing Wage Unit (415) 703-4774

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SUB CONTRACTORS WILL BE USED

SUB CONTRACTORS WILL **NOT** BE USED

LISTING OF SUB CONTRACTORS (SUB CONTRACTORS ARE REQUIRED TO BE REGISTERED)		
CON LIC. #	CONTRACTOR	CLASSIFICATION OF WORKERS

****Completion of this form does not constitute a binding contract****

ZONE 7 OFFICE USE ONLY			
The agency awarding the contract for a public works project must notify DIR within five days of awarding the contract.			
Project Award Date:		Awarding Body:	Zone 7 Water Agency
Project Name:		Project #	
Brief Description:		Contract #	
Contract Amount:		Total Project Cost:	
Number of Prime Contractor:	1	Alternative Model:	None Apply
Project Physical Address:		Agency Mailing Address:	100 N. Canyons Pkwy. Livermore, CA 94551
First Advertised Bid Date:		Est. Start Date:	
State Statutes:	None Apply	Est. Completion Date:	
Project Manager Email:		Add Bond Source:	
Project Manager Title:		Project Manager Name:	
Misc. Info:		Project Manager Phone#:	
PWC-100 Processing Date:		PWC Processing By:	
PWC-100 Data Entry Website: https://www.dir.ca.gov/pwc100ext/LoginPage.aspx			

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**APPENDIX E
REFERENCES**

List references of projects that your company is currently *working on or completed* in the last 5 years of similar size and scope of work for this Quotation:

COMPANY NAME			
Contact Name		Contact Email	
Contact Phone			
Scope of Work			
Agreement Amount		Agreement Start/End Date:	
COMPANY NAME			
Contact Name		Contact Email	
Contact Phone			
Scope of Work			
Agreement Amount		Agreement Start/End Date:	
COMPANY NAME			
Contact Name		Contact Email	
Contact Phone			
Scope of Work			
Agreement Amount		Agreement Start/End Date:	

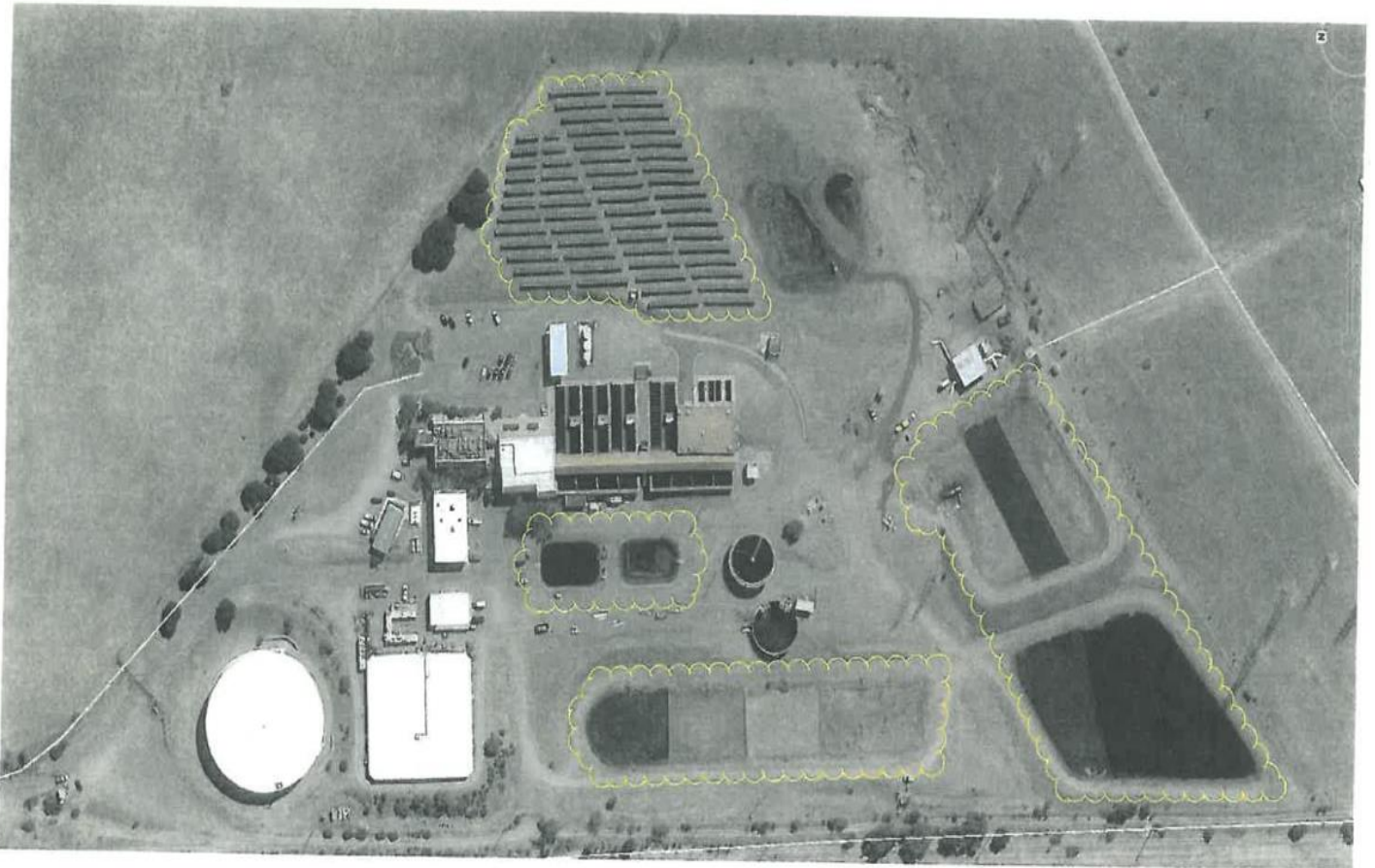
Subcontractors to be utilized, if applicable:

COMPANY NAME			
Contact Name		Contact Email	
Contact Phone		Years of Business	
Specialty			

COMPANY NAME			
Contact Name		Contact Email	
Contact Phone		Years of Business	
Specialty			

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**APPENDIX F
SITE MAPS**



**DEL VALLE WATER TREATMENT PLANT
(NO SPRAYING OUTLINED IN YELLOW)**

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**PATTERSON PASS WATER TREATMENT PLANT
(NO SPRAYING OUTLINED IN YELLOW)**

CHAIN OF LAKES

