



INVITATION FOR BIDS METER EQUIPMENT & SUPPLIES

ANSWERS TO QUESTIONS SUBMITTED (#1):

1. Regarding the Nicor Cable length, we would like to have your agreement to allow our standard 5' in place of the 3' cable called out in the IFB. If in agreement, will we need to still complete the special deviation statement included in the bid or will your email response affirming our request be acceptable as validation for that exception?

Answer: We will accept a 5' Nicor Cable length; please indicate the distinction in the Specification Deviation Statement form included with the IFB.

2. On Page 50 (page 50 as per PDF pages) under the title Attachment 1 to Exhibit A (to be inserted) are we to spell out the meter information we are bidding, or will this be where we insert our Meter Data Sheet?

Answer: Regarding your bid submittal, nothing is to be provided here.

Exhibit 1 to the IFB is a copy of our standard Supplies & Equipment Purchase Agreement that will be signed by the vendor(s) awarded the contract. The Supplies & Equipment Purchase Agreement contains three exhibits, one of which is Exhibit A, Supplies and Equipment. Exhibit A has an attachment (Attachment 1). This attachment will include (but may not be limited to) the awarded bidder's/bidders' (1) Bid Worksheet and (2) Specification Deviation Statement, and any attachments thereto, provided by the bidder in his/her submission.

3. On Page 29 of the Bid document PD/nutating disc meter section, the City states the meter lay length of a 3/4" meter to be 9". On the Bid worksheet (P22) in the Approximate meter quantities section, the 3/4" meter is called out as "short". Please provide clarification of the lay length of the 3/4" PD meters.

Answer: The correct lay length for our 3/4" meters is 9". Of the total meters less than 1", the breakdown is as follows:

- (1) approximately 6,000 3/4" meters 9"
- (2) approximately 27,630 3/4" short 7.5"

4. On Page 6, under Instructions to Bidders, Agreement, this is the paragraph referencing that Bidders are willing to accept the agreement as is, without modifications; it does not mention in this paragraph to include a deviation statement if exceptions are noted. Will the Terms and Conditions, and the Agreement, will still be considered if exceptions are noted on a Deviation Statement?

Continued on next Page . . .



Answer: The text highlighted in yellow will be accepted modifications.

ORIGINAL PROVISION	MODIFIED PROVISION
<p>4. Indemnification. Vendor shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, Vendor's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Vendor's operations, or any subcontractor's operations, to be performed under this agreement for Vendor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Vendor, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.</p> <p>The provisions of this section shall survive the expiration or termination of this Agreement.</p>	<p>4. Indemnification. Vendor shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, Vendor's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Vendor's operations, or any subcontractor's operations, to be performed under this agreement but only to the extent arising out of for Vendor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Vendor, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City. The City will provide a reciprocal indemnity to Vendor.</p> <p>The provisions of this section shall survive the expiration or termination of this Agreement.</p> <p>Notwithstanding anything herein to the contrary, as separate and independent limitations on liability, Vendor's liability shall be limited to direct damages. Vendor shall not be liable for: (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by the City or its affiliates from any end user of water, gas, or electricity as applicable ("End Users"), irrespective of whether such lost revenue or profits are categorized as direct damages or otherwise; nor (iii) any In/Out costs; nor (iv) manual meter read costs and expenses; nor (v) claims made by a third party; nor (vi) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. "In/Out Costs" means any costs and expenses incurred by the City in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by the City in installing, uninstalling, and removing goods.</p>
<p>10. Standard of Performance. Vendor shall provide all materials required pursuant to this Agreement in accordance with generally accepted practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Vendor's profession currently practicing in California.</p> <p>Vendor is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.</p> <p>Vendor's responsibilities under this section shall not be delegated. Vendor shall be responsible to City for acts, errors, or omissions of Vendor's subcontractors.</p>	<p>10. Standard of Performance. Vendor shall provide all materials required pursuant to this Agreement in accordance with generally accepted practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Vendor's profession currently practicing in California.</p> <p>Vendor is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.</p> <p>Vendor's responsibilities under this section shall not be delegated. Vendor shall be responsible to City for acts, errors, or omissions of Vendor's subcontractors.</p> <p>Vendor expressly disclaims any and all other representations, warranties, and conditions, express, implied, statutory, or otherwise, including without limitation, warranties as to merchantability, non-infringement and title.</p>