

Public Notice – Notice of Inviting Bids

The Alpine Fire Protection District is seeking proposals from Bidders for the replacement of concrete joint mastic and concrete chip repair as identified in Request for Proposal 2020-01 (RFP). Location of the project is Alpine Fire Protection District Station 17 located at 1364 Tavern Road, Alpine, CA 91901. The Alpine Fire Protection District intends to award the contract to the most responsive lowest cost Bidder whose bid meets the District's requirements.

The bid proposal packets will be made available November 2, 2020. Bid packets can be obtained:

1. By downloading from the District's website at www.alpinefire.org under "RFP 2020-01 Concrete Repair".
2. In person – between the hours of 8:00am and 5:00pm at 1364 Tavern Road, Alpine, CA 91901.
3. Via written request – U.S. Mail – 1364 Tavern Road, Alpine, CA 91901
4. Via email request: bboggeln@alpinefire.org

All proposals must be sealed and (walk-in or mailed) must be received by 3:00pm on December 3, 2020 at the following address:

Alpine Fire Protection District
Attn: Chief Brian Boggeln
1364 Tavern Road
Alpine, CA 91901

Proposals received after that time will not be accepted and will be returned to the bidder unopened. Any questions regarding this solicitation shall be directed to Fire Chief Brian Boggeln at (610) 445-2635 or via email at bboggeln@alpinefire.org.

The District reserves the right to reject any bids which do not conform to the terms and conditions described in the specifications; to reject any or all bids and again invite bids; and waive informalities or irregularities in the bidding process.

Alpine Fire Protection District

REQUEST FOR PROPOSAL #2020-01

Section I

1.0 – Statement of Work:

1.01 - The Alpine Fire Protection District (“**District**”) is seeking proposals from Bidders for the caulking of concrete pavement joints and to repair concrete chips. Location of the project is Alpine Fire Protection District Station 17 located at 1364 Tavern Road, Alpine, CA 91901. The Alpine Fire Protection District intends to award the contract to the most responsive lowest cost Bidder whose bid meets the District’s requirements. As used herein a successful Bidder may also be referred to as “**Contractor**”.

2.0 – SCOPE:

2.01 – It is the intent of this Request for Proposals (“**RFP**”) to describe the terms, conditions, and specifications for the repair of concrete pavement. The projects scope shall include obtaining any necessary permits, site preparation, and furnishing of all labor, materials, equipment and services necessary to remove the old caulking and apply new caulking measuring approximately 2,500LF. There are eleven (11) areas of possible concrete chip repairs.

3.0 – BIDDER MINIMUM QUALIFICATIONS

3.01 – Bidder, Bidder’s principal, Bidder’s staff, or Bidder’s subcontractor(s) shall have been regularly engaged in the business of concrete construction and repair for at least five (5) years.

3.02 – Bidder and/or Bidder subcontractor(s) for all work set forth in the RFP shall possess all required licenses, permits, professional credentials and experience necessary to perform the scope of work.

4.0 – GENERAL REQUIREMENTS

4.01 – The services sought by this RFP include all necessary services to perform the repair and/or replacement of concrete pavement. The proposal must be the total cost for the entire project and all of its related elements as required by this RFP. This may include, but not limited to the following:

- Geotechnical/soils reports if required
- Site plans
- Obtaining permits and all documents for repair and/or construction if required
- Any necessary grading and site preparation
- Storm water and erosion control as required
- Concrete repair work as required

5.0 – CALENDAR OF EVENTS

5.01 – The estimated timeline is listed below in Table 1. The District reserves the right to modify such timelines with sufficient notice to all Bidders.

5.02 – Bidders are strongly encouraged to schedule an on-site walk through to identify and obtain information as needed in order to accurately complete the Scope of Work and bid worksheet in accordance with this RFP.

Section I

Event	Date/Location
Notice to Invite Bids – Opening	11/02/2020
Site Walk Through	By appointment
Bid Closing	12/03/2020
Bid Evaluation Period	12/03/2020 – 12/11/2020
Recommendation to Board of Directors to proceed with most responsive contractor; or not proceed, and terminate RFP	12/15/2020
Anticipated Contract Award Date	12/17/2020

Table 1

6.0 – BID SUBMISSION REQUIREMENTS

6.01 – In order to receive consideration, all bids shall be made in accordance with the following instructions. Proposals must meet all the requirements herein to be eligible for consideration. Proposals that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, or that contain additions not called for, reservations, erasures, alteration, or irregularities on any kind maybe rejected as informal.

6.02 – All bids shall include all costs to complete the desired work.

6.03 – All Bidders must fill out the required forms in the Bidders packet – **Exhibits “A”** and submit their pricing on the enclosed bid form.

6.04 – All pricing shall be valid, with no pricing changes, for ninety (90) days after bid closing date. Bids shall be made upon the forms provided therefore, properly executed and with all items filled out in accordance with these Bid instructions. The enclosed Bid Forms must be submitted and all blanks completed in ink or typewriter. Numbers shall be stated in writing, the signature of all persons signing shall be in longhand and shall indicate the capacity in which the signature is executed. The completed form shall be free of interlineations, alterations or erasures. No verbal, telegraphic, electronic email or telephonic proposals or modifications will be considered. All prices shall be in U.S. dollars, with overhead, profits, permit/zoning fees, delivery charges, unloading, insurance, and all other costs included in the bid.

6.05 – Bids shall be accompanied by a certified check or a cashier’s check, or an approved corporate surety bond, in an amount equal to at least ten percent (10%) of the amount bid, made payable to the Alpine Fire Protection District. Said check, or bond shall be given as a guarantee that the Bidder will enter a contract if awarded the work, and in case of refusal or failure to enter into said contract within fifteen (15) working days after being requested to do so by the District, the check or bond, as the case may be, shall be forfeited to the District. A bid received and not accompanied by such certified check, cashier’s check, or approved bond, may result in return of the bid without consideration. If the proposal is not accepted within 45 calendar days after the time set of the bid closing, or if the successful Bidder executes and delivers the required agreement and bonds, the bid security will be refunded.

Section I

6.06 – Bidders are required to keep their proposals confidential and must not disclose their proposals, or information contained in them, to anyone else without the prior written consent of the District.

6.07 – Any Bidder may withdraw its bid, whether personally or by a written request, at any time prior to the scheduled time for opening of bids. After the bid opening, the Proposal is irrevocable and open for acceptance for a minimum period of ninety (90) days from Bid Closing Date. Bidders will not be released from bid on account of errors of judgement.

6.08 – Any addenda issued during the time of bidding, forming a part of the documents, shall be covered in the proposal and shall be made part of the contract. Acknowledgement of any and all addenda must be provided on Bidder's submission of bid at bid time. Failure to list addenda on submitted proposal may disqualify a bid.

6.09 – The District will ensure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, in consideration of this award.

6.10 – The District is not responsible and will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

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

6.12 – RFP responses based on equivalent products must use **Exhibit "A"** "Exceptions, Clarification and Amendments" to:

- a) Clearly describe the alternate offered and indicate specifically how it differs from the product specified in this RFP.
- b) Include complete descriptive literature and/or specifications as proof that the proposed alternate will be equal to or better than the product named in this RFP.

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

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

Section I

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

6.16 – Proposals shall contain the following and be organized in the following order:

- a) Cover letter
- b) Name of Bidder, subcontractors, the location of the Bidders principal place of business and, if different, the anticipated place of performance of the proposed contract.
- c) Documentation as requested in **Exhibit "A"** – RFP Response Packet
- d) Each proposal shall include how soon the Bidder, if selected, would be in a position to provide services.
- e) Include a copy of all licenses and certificates.
- f) Provide an overview of the key personnel who will be involved in the project (including the key contact person), including description of their experience, education, and credentials.
- g) Provide proof of type and level of Workers Compensation coverage, Professional Liability, and Automobile Liability Insurance coverage.

6.17 – Contact Information:

Chief Brian Boggeln
1364 Tavern Road
Alpine, CA 91901
bboggeln@alpinefire.org
619-445-2635

6.18 – RFP Submission Deadline: Sealed proposals are to be received by 3:00pm (PST) on December 3rd, 2020 in the form outlined above. Facsimile or electronic submittals will not be accepted. Proposals may be submitted on or before the due date and time to:

U.S. Mail, Fed Ex, UPS or hand delivered:
Alpine Fire Protection District
1364 Tavern Road
Alpine, CA 91901

6.19 – Please provide one signed original.

6.20 – Any proposal received after the specified date and time will not be accepted.

6.21 – All proposals will become property of the Alpine Fire Protection District upon submission.

6.22 – Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid. Contractor warrants all work done and goods provided under this Agreement shall at the minimum: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within said 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.

Section I

7.0 – TIME AND PLACE FOR BID OPENING

7.01 – All bids shall remain sealed until after the bid close date and time. Bids will be opened after the bid close in the presence of a minimum of two District Officials; the name of each Bidder and the amount will be recorded. All bids submitted will then be forwarded to the bid evaluation process. The bid opening WILL NOT determine the successful proposal.

8.0 – BID EVALUATION

8.01 – All proposals will be evaluated to assess the qualifications and capabilities of Bidders to meet the minimum standards specified in the RFP. Throughout the evaluation process, the District, at its sole discretion, may request additional written clarifications and/or supplemental information from selected Bidders, as part of the initial proposal evaluations process.

8.02 – Disqualification of Bidders. Bid proposals may be rejected for, but not limited to, the following reasons:

- a) More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable ground for believing that any Bidder has interest in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested.
- b) If there is a reason for believing that collusion exists among the Bidders, none of the participants in such collusion will be considered in awarding of the contract.
- c) Proposals in which the obviously are unbalances may be rejected.
- d) If the experience or financial background of a Bidder is inadequate or past performance has been unsatisfactory.
- e) Noncompliance with the bid instructions.
- f) Incomplete bid packets.
- g) Itemization of products and/or services with complete description (including model numbers, fabric and finish grade, description, color, etc) and price per item, and a summary of total cost for product, services, shipping and tax. POs and payments for products and/or services will be issued only in the name of the Contractor.
- h) False or misleading information.
- i) The Bidders written proposal and submittal drawings contradict each other; or are in conflict with the District's specifications without explanation or taking "Exception".

8.03 – Any bids received after the scheduled time of opening will be clocked in, but will not be opened or considered.

9.0 – RFP ACCEPTANCE

9.01 – All proposals will be evaluated within ten (10) days of the bid opening to assess the qualifications and capabilities of Bidders to meet the minimum standards specified in the RFP. Throughout the evaluation process, the District, at its sole discretion, may request additional

Section I

written clarifications and/or supplemental information from select Bidders, as part of the initial proposal evaluation process.

9.02 – The District reserves the right to select a proposal that “best meets” the intent of the specifications and provides the “best value” for the District; therefore the District is not bound to accept a bid on the basis of lowest price. At its sole discretion, the District may waive any minor informalities, irregularities, or technicalities and accept the offer that is deemed most favorable to the District whether or not it is the lowest price.

9.03 – 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.

9.04 – The District at its sole discretion, reserves the right to decline to award this contract or any part of it for any reason; cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the District to do so.

9.05 – The following are key criteria that will be used by the District to select a proposal. The list is not in any particular order of priority. The District will base its selection on a combination of the following criteria as a minimum. The contract will be awarded, contingent upon the availability of funding, to the Bidder who submits the lowest responsible bid as determined by the Board of Directors of the Alpine Fire Protection District or their designated representative. In determining the lowest responsible bid, the District shall give consideration to the following:

- a) The degree to which the design features and functionality meet the District’s needs.
- b) The responsiveness of the proposal to all RFP requirements.
- c) Materials used and construction methods employed to produce the finished product.
- d) Acceptability of reference checks conducted by the District.
- e) Anticipated schedule for completion of the project.
- f) Warranty and any value added offerings.
- g) Price.

10.0 – SINGLE PROPOSAL

10.01 – In the event a single proposal is received, the District will, at its option, conduct a price and/or cost analysis of the proposal and negotiate the award, or reject the proposal and re-advertise. A price analysis would be performed by comparing current published sector pricing, price quotations submitted on similar projects to other jurisdictions; past similar procurements indexed by CPI or PPI, or other established or competitive price processes.

11.0 – RIGHT TO NEGOTIATE

11.01 – The District shall reserve the right to negotiate any terms and conditions of RFP’s received, with the short list Bidder(s) will not be satisfactorily concluded in the best interests of the District.

11.02 – The District reserves the right to terminate contract negotiations with any Bidder and to enter into contract negotiations with any other Bidder(s) if, in the opinion of the District at any

Section I

time, the contract negotiations with the initially selected Bidder(s) will not be satisfactorily concluded in the best interests of the District.

12.0 – NO OBLIGATION TO PROCEED

12.01 – Though the District fully intends at this time to proceed through the RFP, the District is not under any obligation to award a contract, and reserves the right to terminate the RFP process at any time, reject any and or all proposals received and/or to withdraw from discussions with all or any of the Bidders who have responded.

12.02 – The receipt by the District of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the District. There is no guarantee by the District, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that its RFP process or any RFP process will result in a contract with the District.

12.03 – The District is without any obligation or any compensation or reimbursement to any Bidder, intended Proponent, or any other person associated in the preparation of a Bid proposal.

12.04 – The District at its sole discretion, reserves the right to terminate this RFP process and re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the District to do so.

12.05 – In the event of rejection of any or all Bid responses, or the termination of the RFP process, the District will be held without liability for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of that cancellation.

13.0 – NOTICE OF AWARD

13.01 – Staff will present the best proposal to the Alpine Fire Protection District Board of Directors for approval. Upon approval from the District Board, the successful Bidder will be notified in writing of the bid award.

13.02 – A “Notice of Award” identifying the successful Bidder will be placed on the District’s website.

14.0 – CONTRACT

14.01 – The signing of a formal written agreement shall constitute the making of a contract between the District and the successful Bidder. No Bidder shall acquire any legal or equitable rights in relation to this bid award until signing of a written agreement. The agreement shall include all portions of the RFP unless expressly agreed to and identified in writing as exceptions in the final contract. If a question arises between these specifications and the proposer’s proposal during construction, the final agreed upon specifications shall prevail.

14.02 – The successful Bidder will have fifteen days to enter into a formal contract with the District. If the Bidder fails or refuses to enter that contract, or reach a negotiated agreement,

Section I

the Bidder without limitation will be liable to the District or the lesser of; the difference in the amount of the Bidder's proposal and the next preferred qualified Proposal and any costs incurred by the District in securing a substitute vendor; or forfeiture of the bid bond.

14.03 – The successful Bidder, simultaneously with the execution of the Contract, shall be required to furnish a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price. Contract Surety Bonds shall be issued by a surety who meets the criteria for sufficiency set forth in Section 995.660 and 995.670 of the California Code of Civil Procedure.

14.04 – The successful Bidder shall furnish to District properly executed certificates of insurance, and certified copies of endorsements and policies, which shall clearly evidence all insurance required as stipulated in **Exhibit "A"** upon execution of contract. Bidder shall not allow such insurance to be canceled, expire or be materially reduced in coverage except upon 30 days prior written notice to District.

14.05 – Such insurance shall name District, its Directors, officers, employees, agents and consultants, as additional insured on the CGL policy 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. Such insured status shall contain no special limitations in the scope of its protection in the above-listed insured. All insurance shall be primary with respect to any insurance or self-insurance programs covering District, its Directors, officers, employees, agents and consultants and shall contain standard separation of Insured's provisions. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

15.0 – PROTESTS

15.01 – Protests must be in writing and must be received no later than seven (7) calendar days after the District issues the Notice of Intent to Award which will be posted on the District's website.

15.02 – The District will reject the protest as untimely if it is received after this specified time frame. Protests will only be accepted from Bidders whom had submitted a bid proposal.

15.03 – 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 RFP protest period.

15.04 – 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 protestor. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

15.05 – Bid protests must be addressed to the Fire Chief and either mailed, Alpine Fire Protection District, 1364 Tavern Road, Alpine CA 91901; or hand delivered to the above address.

Section I

15.06 – The Fire Chief 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.

15.07 – 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.

Section II

1.0 – CONTRACT TERMS

1.01 - The term of the contract, which may be awarded pursuant to this RFP, will be three hundred sixty (360) days, or sufficient time as agreed to in writing to deliver per requestor directions.

1.02 – 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.

2.0 – EQUAL EMPLOYMENT OPPORTUNITY

2.01 – 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.

2.02 – 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.

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

3.0 – BOND

3.01 – Upon award of contract, successful Bidder shall furnish a good and approved faithful performance bond and/or payment bond in the full amount of the project.

3.02 – The bonds shall be executed by a sufficient, admitted surety insurer (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 bearing 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.

Section II

4.0 – CONTRACTOR’S FINANCIAL OBLIGATION

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

5.0 – MATERIAL AND WORKMANSHIP

5.01 – 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 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.

5.02 – 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.

6.0 – DEFECTIVE WORK

6.01 – 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, the District at the expense of the Contractor may replace it, and its sureties shall be liable therefore.

7.0 – WARRANTY OF TITLE

7.01 – 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 encumbrance.

8.0 – WARRANTY OF FITNESS

8.01 – 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 agree 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 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.

Section II

9.0 – SAFETY AND ACCIDENT PREVENTION

9.01 – 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.

9.02 – Contractor shall provide all facilities and shall follow all procedures required by the Occupational Safety and Health Act (“**OSHA**”) including, but not limited to, providing and posting all required posters and notices and shall otherwise be responsible for compliance with all other mandatory safety laws.

9.03 – Contractor shall take any additional precautions as the District may reasonably require for safety and accident prevention purposes. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss to:

- a) All employees on the work site and all other persons who may be affected thereby;
- b) All the work and all materials and equipment to be incorporated herein, whether in storage on or off the site, under the care, custody or control of the Contractor, or;
- c) Any of his subcontractors or sub-subcontractors; and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- d) Post notice stating this work site is nonsmoking and drug free workplace.

9.04 – Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract or Contractor’s right to precede accordance with the default provisions of the Contract Documents.

9.05 – The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all necessary safeguards for safety and protection, including posting danger signs and other warning against hazards, promulgating safety regulations and notifying Districts and users of adjacent utilities and erecting fences and gates to isolate work sites and prevent entry by unauthorized persons and erecting egress-ways and protective enclosures as required by site and building configuration or local conditions, to maintain access ways and pedestrian safety.

10.0 – CHARACTER OF WORKFORCE

10.01 – 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.

11.0 - PREVAILING WAGES & DIR REGISTRATION

11.01 – This project is subject to prevailing wage and Contractors and Subcontractors performing such work shall 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).

11.02 – 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

Section II

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.

11.03 – 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 DIR or contain the same information required on the Department's form.

12.0 - CHANGES

12.01 – Changes in the Work can only be made in writing signed by the identified Project Manager. If the change causes an increase in the contract sum, or a change in the time or performance under the Contract, an adjustment may be made as determined by the Project Manager.

12.02 – 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.

12.03 – Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with costs 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 of 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.

Section II

12.04 – 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 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.

12.05 – 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. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

13.0 – EFFECT OF EXTENSIONS OF TIME

13.01 – 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.

14.0 – DELAYS AND LIQUIDATED DAMAGES

14.01 – 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, 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 resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manger'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

Section II

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.

14.02 – District and Contractor recognize that time is of the essence and District will suffer financial loss if the Work is not complete within the time specified above, plus any extensions thereof allowed. If the Contractor fails to perform the Work within the specified time set forth in this agreement as adjusted pursuant to 14.01, the District and the Contractor agree that as liquidated damages, and not as a penalty, for delay in performance the Contractor shall pay the District in the amount of three-hundred dollars (\$300) for each and every calendar day that expires after February 28, 2021 where the work is not complete and ready for Final Payment. The District shall have the right to deduct liquidated damages from any amount due or that may become due to the Contractor, or to collect such liquidated damages from the Contractor or the surety.

14.03 – Such damages are uncertain in amount and difficult to measure and prove accurately. By executing this Contract, the Contractor agrees that the liquidated damages specified herein are reasonable in amount and are not disproportionate to actual anticipated damages. Liquidated damages do not include any sums of money to reimburse the District for extra costs, which the District may become obligated to pay on other contracts, which are delayed or extended because of Contractor's failure to complete the Work within the time period as specified herein, including costs associated with the delay or interference with the Project. Liquidated damages are not intended to include litigation costs or attorney fees incurred by the District, or other incidental or consequential damages suffered by the District due to the Contractor's performance. If the District charges liquidated damages to the Contractor, this shall not preclude the District from commencing an action against the Contractor for other actual harm resulting from the Contractor's performance, including but not limited to, costs associated with the delay or interference with the Project.

14.04 – In order to recover liquidated damages, the District is under no obligation to prove the actual damages sustained by the District due to the Contractor's delay in performance. The parties agree that liquidated damages shall be computed at the agreed upon rate for each and every calendar day late as identified in 14.02.

14.05 – The liquidated damages herein specified shall only apply to Contractor's delay in performance. Liquidated damages are intended only to compensate the District for additional personnel efforts in administering the Contract after normally scheduled completion dates, District inconvenience, lost opportunities, and lost confidence in government and moral of government when work is not completed on time.

15.0 – TERMINATION

15.01 – The 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:

- a) The Contractor becomes insolvent or files for relief under any bankruptcy laws of the United States.

Section II

- b) The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
- c) A receiver is appointed to take charge of the Contractor's property.
- d) 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.
- e) The Contractor fails to make progress to endanger performance of the Work within the contractually required time.
- f) The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the District.
- g) 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.
- h) 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.
- i) The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
- j) The Contractor is in default of any other material obligation under the Contract Documents.

15.02 – If any of the above events occur, the District may, in its direction, 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.

15.03 – Upon any of the occurrences referred to in 15.01, 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 (7) 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.

15.04 – 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.

16.0 – TERMINATION BY THE DISTRICT FOR CONVENIENCE

16.01 – The District may, at its options, 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. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:

Section II

- a) Immediately discontinue its performance of the Contract to the extent specified in the notice.
- b) Place no further orders or subcontracts for materials, equipment, services, or facilities, except as necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
- c) 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.
- d) 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.

16.02 – Upon such termination for convenience, the District will pay to the Contractor the sum of the following:

- a) 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.
- b) Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
- c) Any proven losses with respect to materials and equipment directly resulting from the termination.
- d) Reasonable demobilization costs.

16.03 – 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.

16.04 – Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations as to bona fide obligations assumed by the Contractor prior to the date of termination.

16.05 – 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 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.

17.0 – DAMAGES

17.01 – 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

Section II

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.

18.0 – ORDER OF PRECEDENCE

18.01 – 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.

1. Approved change orders.
2. Addenda.
3. RFP
4. Referenced Standard Specifications and Drawings.
5. Contractor’s Response Packet
6. With reference to drawings:
 - a. Numerical dimensions govern over scaled dimensions.
 - b. Detailed drawings govern over general drawings.
 - c. Addenda/Change Order drawings govern over contract drawings.
 - d. Contract drawings govern over standard drawings.
7. Notes apply 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. Typical details apply to all drawings unless a specific different detail is shown.

19.0 – INDEMNIFICATION/RESPONSIBILITY

19.01 – 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:

- a) 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
- b) 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 of any third party.

19.02 – Contractor further agrees to defend, with counsel acceptable to District, 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 judgement 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. This indemnification shall survive termination or expiration of the Contract.

20.0 – PROHIBITION OF ASSIGNMENT

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

Section II

21.0 – NEWS RELEASES

21.01 – 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.

22.0 – TRANSFER OF INTEREST

22.01 – 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.

23.0 – SEVERABILITY

23.01 – 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.

24.0 – COVENANT AGAINST GRATUITIES

24.01 – 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 part, and any loss or damage sustained by the District in procuring on the open market any items with 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 rights and remedies provided by law or in equity.

25.0 – RIGHTS AND REMEDIES OF THE DISTRICT

25.01 – 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.

26.0 – WAIVER OF RIGHTS

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

27.0 – WARRANTY

27.01 – 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

Section II

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. Bidder warrants that all work and services furnished hereunder shall be guaranteed for no less than one (1) year from date of acceptance by the District.

28.0 – ACCEPTANCE OF THE WORK

28.01 – No act of the District or the District’s Representative, either in superintending or directing Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of the District. Before any final certificate shall issue, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this Contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this Contract by the District or anyone acting on behalf shall be held as a waiver of any subsequent breach thereof.

28.02 – Contractor agrees to guarantee all work under this Contract for a period of one from the date of Final Settlement by the District. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Contract, as reasonably determined by the District, then the Contractor shall, when notified by the District immediately place such guaranteed Work in a condition satisfactory to the District.

29.0 – SUBCONTRACTORAL RELATIONS

29.01 – By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the District. Said agreements shall preserve and protect the rights of the District under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the District. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. Each subcontract shall contain provision for execution of lien waivers in form and substance acceptable to District as a condition of payment by the Contractor. Contractor shall require each Subcontractor to (1) inspect the Project site, including all relevant surfaces and job conditions, before beginning Work and (2) accept or cite necessary corrections in the Project site, including surfaces or job conditions, before beginning Work.

29.02 – Contractor shall include a provision in all subcontractors and purchase orders, except as may otherwise be specified by District with respect to purchase orders for minor purchases, that, in order to permit verification of contractor’s costs, District shall have the right to have its

Section II

representatives in addition to governmental auditors inspect and audit the books of account and records of the Subcontractors and Materialmen, including the right to make excerpts from such books and records. Contractor shall include a provision in all subcontracts and purchase orders that will enable representatives of the District to obtain access during working hours to the appropriate books of account and records of the Subcontractors and Materialmen relating to the work to determine if there is compliance with the requirements of law or the Construction Documents.

29.03 – The District shall have no obligation to pay, or to see to the payment of, any monies to any Subcontractor. Nothing contained in Section 30 shall be deemed to create any contractual relationship between the District and any Subcontractor or to create any rights of any Subcontractor against the District.

29.04 – All subcontract agreements shall conform to the requirements of the Contract Documents, and Contractor hereby assigns to District (and District's permitted assigns) all its interest in any subcontract agreements and purchase orders now existing or hereinafter entered into by Contractor for performance of any of the Work, which assignment will be effective upon acceptance by District in writing and only as to those subcontract agreements and purchase orders that District designates, in its sole discretion, in said writing. It is agreed and understood that District may accept said assignment at any time during the course of construction prior to Final Completion.

29.05 - Upon such acceptance by District, (1) contractor shall promptly furnish to District true and correct copies of the designated subcontract agreements, and purchase orders, and (2) District shall only be required to compensate the designated Subcontractor(s) or supplier(s) for compensation accruing to such party(ies) for Work done or materials delivered from and after the date on which District determines to accept the subcontract agreement(s) or purchase order(s). All sums due and owing by Contractor to the designated Subcontractor(s) or supplier(s) for work performed or materials supplied prior to District's determination to accept the subcontract agreement(s) or purchase order(s) shall constitute a debt between such parties and Contractor. It is further agreed that all subcontract agreements and purchase orders shall provide that they are freely assignable by Contractor to District and assigns under the terms and conditions stated hereinabove. It is further agreed and understood that such assignment is part of the consideration to District for entering into the Contract with Contractor and may not be withdrawn prior to Final Completion. Contractor shall deliver or cause to be delivered to District a written acknowledgement in form an substance satisfactory to District from each of its Subcontractors and suppliers of the contingent assignment described herein no later than ten (10) days after the execution of each subcontract agreement and purchase order with such parties.

30.0 – FINAL COMPLETION AND FINAL PAYMENT

30.01 – Upon satisfactorily completion of the project, the Contractor shall submit an invoice that contains at a minimum, District PO number, invoice number, remit to Address, and itemized products and/or services description.

Section II

30.02 – The District will pay Contractor the balance quoted in the RFP process, minus any charges as stipulated in Section 14.0, unless agreed to in writing through the change order process. The District shall notify Contractor of any invoice adjustments as required in this agreement.

30.03 – Final payment will be made within thirty (30) days following compliance of Section 30.

31.0 – INSURANCE AND INDEMNIFICATION REQUIREMENTS

31.01 – 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.

31.02 – CONTRACTOR shall procure 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.

- a) Minimum Scope of Insurance: Coverage shall be at least as broad as:
 1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01), Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
 2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (anyauto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

- b) Minimum Limits of Insurance: Contractor shall maintain limits no less than:
 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident

Section II

for bodily injury and property damage.

3. Workers' Compensation: As required by the State of California.
4. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

c) Additional requirements if applicable:

1. Builder's Risk: Completed value of the project with no coinsurance penalty provisions for construction project.
2. Contractor's Pollution Liability: \$1,000,000 per occurrence \$2,000,000 policy aggregate if hazardous materials are involved.

d) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

e) Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status. The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. Primary Coverage. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.
4. Waiver of Subrogation. Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may

Section II

be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

5. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- f) Certificate of Insurance and Endorsements: Contractor shall furnish the District with original 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 District 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 District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at anytime.

- g) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by District.

- h) Verification of Coverage: Contractor shall furnish the Entity with original certificates and amendatory endorsements affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

- i) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

EXHIBIT "A"
RFP RESPONSE PACKET

To: The Alpine Fire Protection District ("District")

From: _____

RFP RESPONSE PACKET GUIDELINES:

1. As described in Section 1: 6 – Bid Submission Requirements, bidders are to submit one (1) original hardcopy RFP response with original ink signatures.
2. **EXHIBIT "A"** (RFP Response Packet) and all additional required documentation as described in **EXHIBIT "A"** – "Required Documentation and Submittals"
3. 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 RFP response.
4. Bidders that do not comply with the requirements, and/or submit an incomplete RFP response may be subject to disqualification and their RFP response rejected in total.
5. If bidders are making any clarifications and or amendments, or taking exception to any part of this RFP, these must be submitted in the exceptions, clarifications, and amendments section of this **EXHIBIT "A"** – RFP Response Packet. The District at its sole discretion, may accept amendments/exceptions, or may deem them to be unacceptable, thereby rendering the RFP response disqualified.

EXHIBIT "A"
RFP RESPONSE PACKET

BIDDER INFORMATION AND ACCEPTANCE

The undersigned declares that all RFP documents, including, without limitation, the RFP, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.

1. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents of RFP No. 2020-01.
2. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the lines below:

Addendum #	Date

3. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Bidder, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
4. The undersigned acknowledges that the Bidder is, and will be, in good standing in the State of California, with all necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
5. 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 RFP 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.
6. 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.
7. Insurance certificates are not required at the time of submission. However, by signing EXHIBIT A – RFP Response Packet, the Bidder agrees to meet the minimum insurance requirements stated in the RFP. 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 RFP.

EXHIBIT "A"
RFP RESPONSE PACKET

8. The undersigned Bidder hereby submits this RFP response and binds itself on award to the District under this RFP to execute in accordance with such award a contract and to furnish the bond or bonds and insurance required by the RFP. The RFP, subsequent Addenda, Bidder's Response Packet, and any attachments, shall constitute the Contract, and all provisions thereof are hereby accepted.

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:

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

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

DIR Number: _____

EXHIBIT "A"
RFP RESPONSE PACKET

Primary Contact Information:

Name/Title: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Signature: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20 _____

EXHIBIT "A"
RFP RESPONSE PACKET

BID FORM

All associated costs with this RFP shall be submitted on this Bid Form. The prices quoted shall include all fees including design, engineering, permitting, labor, profit, sales tax, and any or all other fees to provide for the caulking of concrete joints and concrete chip repair.

No alterations or changes of any kind to the Bid Form(s) are permitted. RFP 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 RFP process.

Description	Unit Cost
All costs for pre-construction design, engineering, site-prep and permitting process.	
All costs for removal of old caulking and application of new caulking	
All costs for concrete chip repair	
Total Project Cost:	

EXHIBIT "A"
RFP RESPONSE PACKET

REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted along with the EXHIBIT A – RFP Response Packet. Bidders shall submit all documentation, in the order listed below, and clearly label each section of the RFP response with the appropriate title.

1. References: Bidder must provide a minimum of five (5) references. Bidders must verify the contact information for all references provided is current and valid. 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 RFP. The District reserves the right to contact references other than those provided in the RFP response.

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	Email Address:
Services Provided/Dates of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	Email Address:
Services Provided/Dates of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	Email Address:
Services Provided/Dates of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	Email Address:
Services Provided/Dates of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	Email Address:
Services Provided/Dates of Service:	

EXHIBIT "A"
RFP RESPONSE PACKET

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

Bidder Name: _____

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

Reference To:			Description
Page No.	Section	Item No.	



Drawn CAD
 Checked JK
 Approved JK
 Issued Reason

DD SUBMITTAL
 04/15/04
 BLDG. DEPT.
 SUBMITTAL
 08/20/04
 BLDG. DEPT.
 RE-SUBMITTAL
 10/15/04
 BID SET
 12/10/04

Jeff Katz Architecture
 Jeff Katz, AIA
 7800 Navajo Road, Suite 108 San Diego, CA 92119
 (619) 698-9177 FAX (619) 698-9118

**ALPINE FIRE PROTECTION DISTRICT
 FIRE STATION 17**
 1340 TAVERN RD
 ALPINE, CALIFORNIA 91901

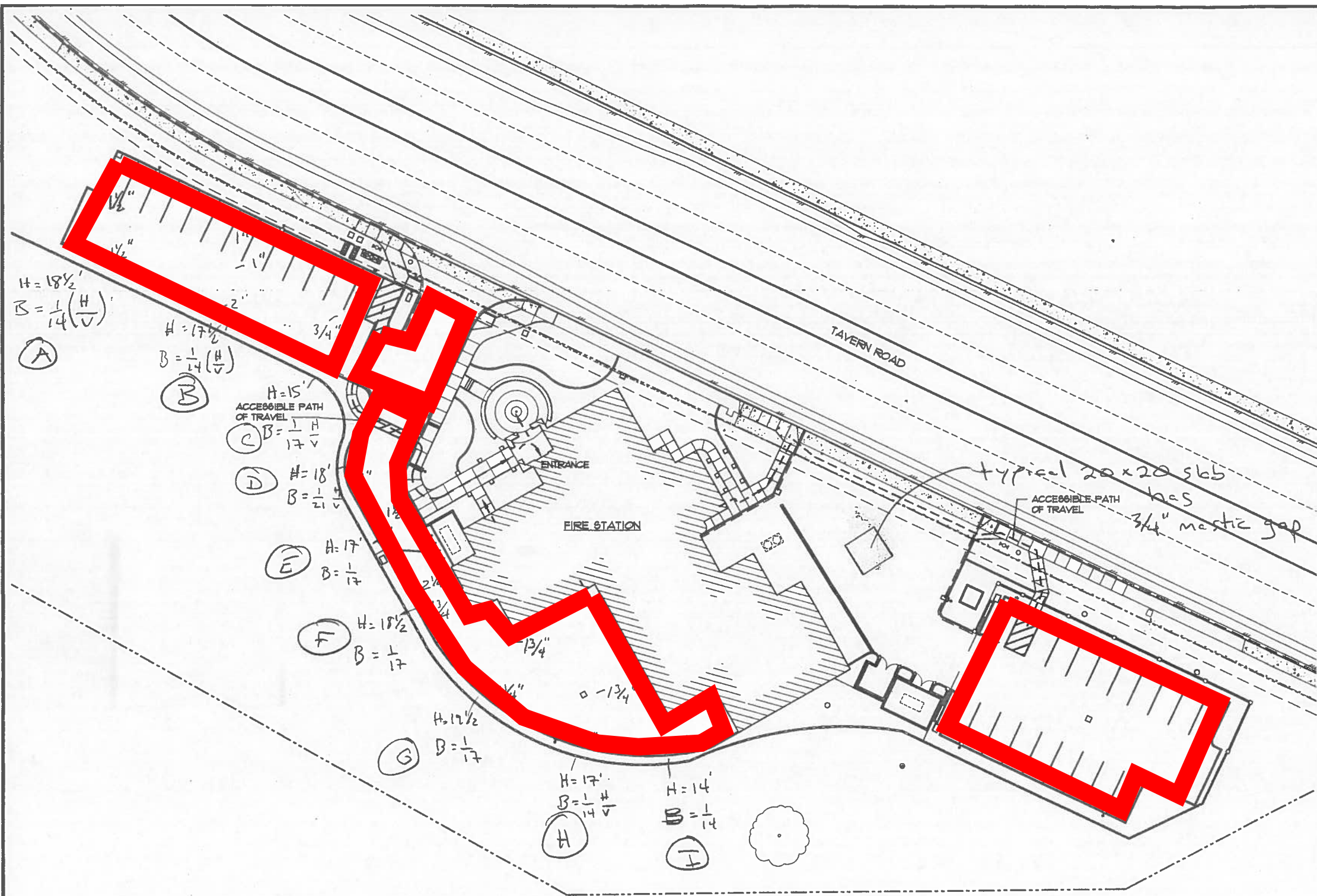
Project No. 020101

Title
SITE ACCESS PLAN

Sheet

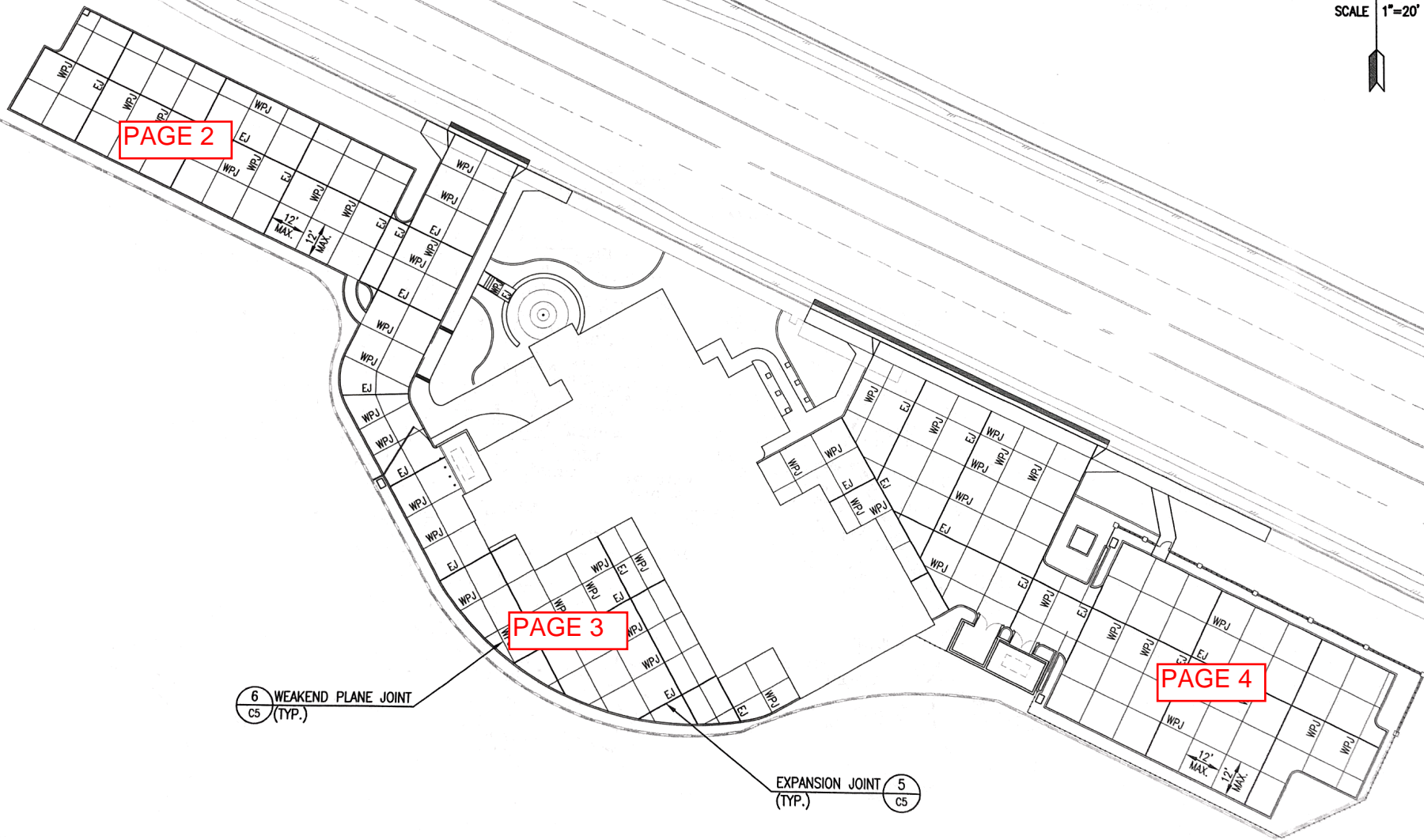
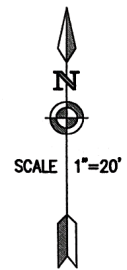
A0.3

of Sheets



NOTES:
 FOR ADDITIONAL ACCESSIBILITY REQUIREMENTS
 SEE SHEET A13

Project Areas



PAGE 2

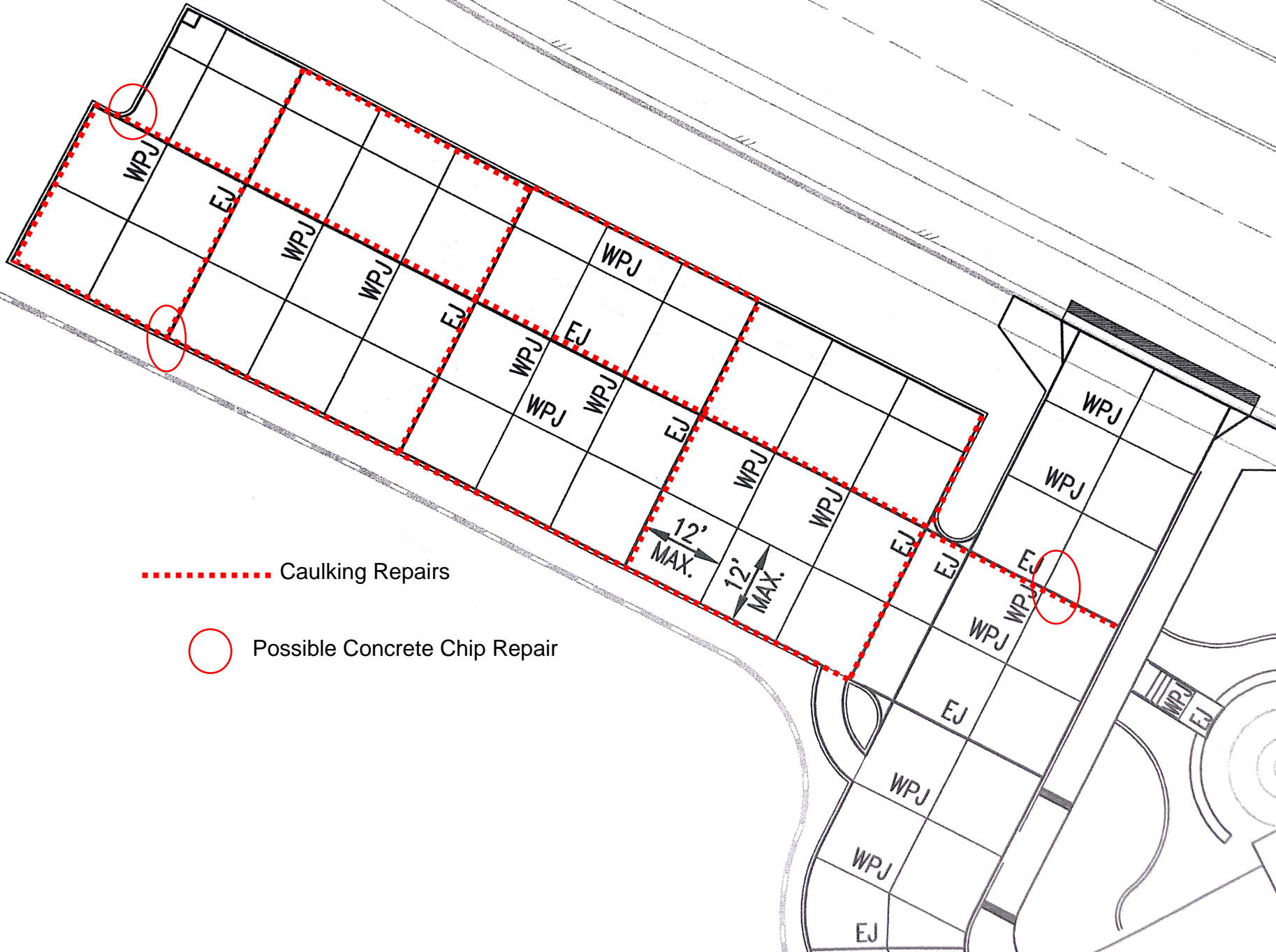
PAGE 3

PAGE 4

6 WEAKEND PLANE JOINT
C5 (TYP.)

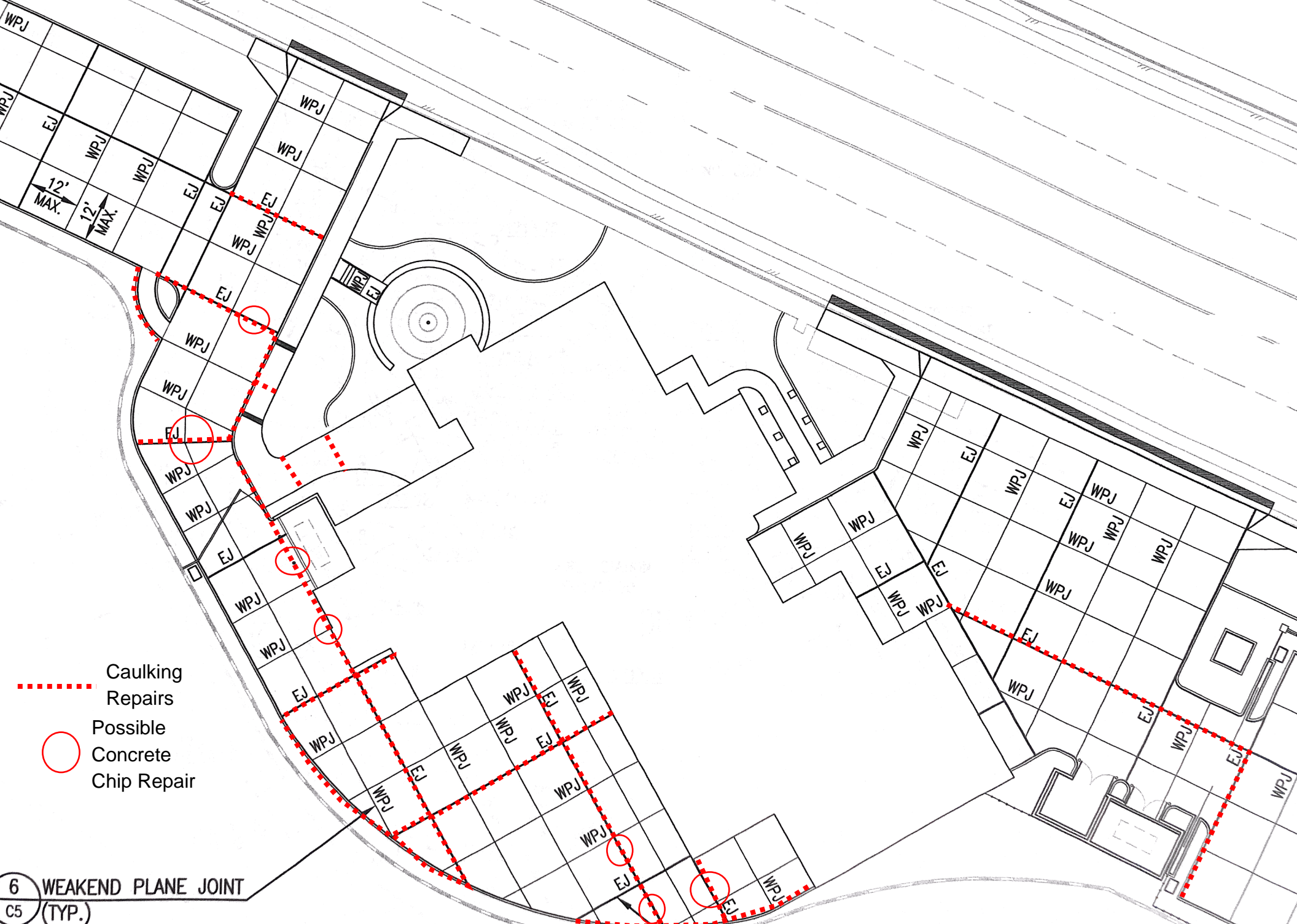
EXPANSION JOINT 5
(TYP.) C5

PAGE 1



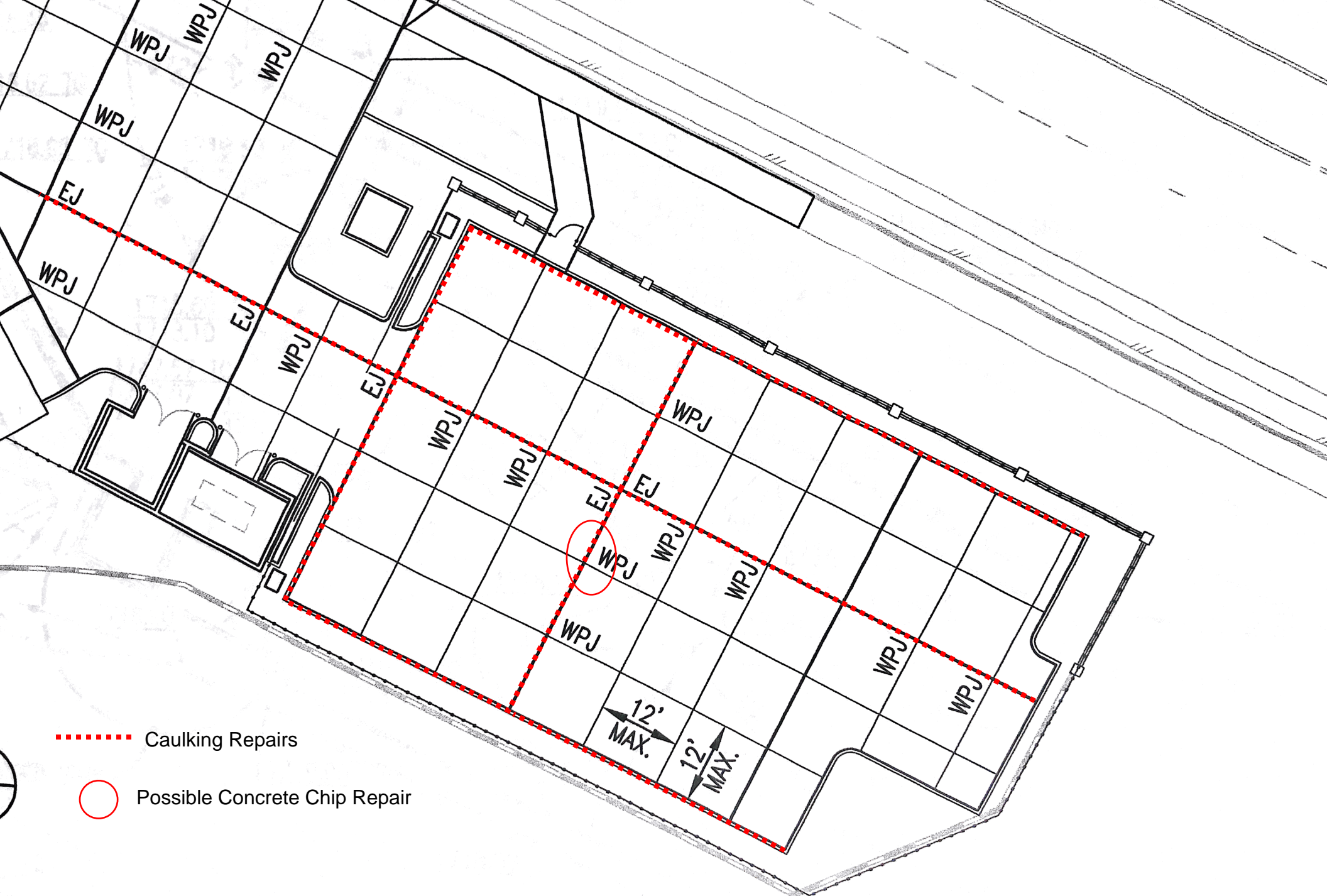
..... Caulking Repairs

○ Possible Concrete Chip Repair



- - - - - Caulking Repairs
- Possible Concrete Chip Repair

6 WEAKEND PLANE JOINT
 C5 (TYP.)



..... Caulking Repairs

○ Possible Concrete Chip Repair