



Coastside Fire Protection District

STAFF REPORT

TO: Honorable Board of Directors

FROM: Jonathan Cox, Deputy Fire Chief

DATE: September 28, 2022

SUBJECT: PROCUREMENT OF SERVICES IN THE AMOUNT OF \$66,863.94 WITH VALLEY POWER SYSTEMS NORTH FOR THE IMMEDIATE EMERGENCY REPAIR OF UNIT E40

Staff Recommendation

Staff recommends that the Board consider and, by a 4/5 vote, approve the resolution attached to this report awarding a contract in an amount not to exceed \$66,863.94 to Valley Power Systems North for the immediate emergency repair of Unit E40.

Background

Pursuant to the District's Procurement Policy Section VI, Emergency Procurements, the District may, without issuance of bids or RFPs, make emergency purchases of supplies, equipment, materials and services if the Board makes proper findings and, by a 4/5 vote, authorizes emergency contracting pursuant to Section 22050 of the California Public Contracts Code.

Emergency purchases are for immediate procurements required to safeguard life, health, or property, or to prevent the immediate interruption or cessation of necessary District services.

When the intended procurement will exceed \$10,000 for construction work or the intended procurement is for professional services exceeding \$25,000, the emergency must be declared by the Board and a resolution approved by a 4/5 vote of all members of the Board pursuant to California Public Contracts Code Sections 20812(c)(5), 20813(d), and 22050.

Attached for the Board's review and approval, by a 4/5 vote, is a resolution authorizing a contract with Valley Power Systems North in an amount not to exceed \$66,863.94 for the immediate repair of Unit E40 which is currently non-operational. Repair of this equipment is essential for the continued delivery of services within the District.

Attachments

1. Resolution
2. Contract with Valley Power Systems North

ATTACHMENT 1

RESOLUTION NO. 2022-63

RESOLUTION OF THE BOARD OF DIRECTORS OF THE COASTSIDE FIRE PROTECTION DISTRICT APPROVING AN AGREEMENT FOR IMMEDIATE REPAIR OF UNIT E40, ON AN EMERGENCY BASIS, WITH VALLEY POWER SYSTEMS NORTH IN AN AMOUNT NOT TO EXCEED \$66,863.94

WHEREAS, the District's Procurement Policy provides at Section VI, Emergency Procurements, for the procurement of supplies, equipment, materials and services by the Board without issuance of bids or RFPs if the Board determines, by a 4/5 vote, that the immediate procurement is required to safeguard life, health, or property, or to prevent the immediate interference with or cessation of necessary District services; and

WHEREAS, staff has advised the Board Unit E40 is no longer operational and needs immediate repair in order to provide continued services within the District; and

WHEREAS, staff has received the proposal from Valley Power Systems North in the amount of \$66,863.94; and

WHEREAS, the Board has determined that the need for repairs to this equipment is necessary in order to provide continued services within the District.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Coastsides Fire Protection District does hereby approve, by a 4/5 vote, pursuant to District Procurement Policy Section VI, Emergency Procurements, the Agreement for Immediate Repair of Unit E40 with Valley Power Systems North in an amount of \$66,863.94 as shown in "Exhibit A."

PASSED AND ADOPTED as a resolution of the Coastsides Fire Protection District at the Board meeting held on the 28th day of September, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gary Burke, Board President

ATTEST:

Fire Chief Jonathan Cox, District Secretary

ATTACHMENT 2

PROFESSIONAL SERVICES AGREEMENT
FOR
IMMEDIATE REPAIR OF UNIT E40

This Agreement is made and entered into as of the _____ day of September, 2022 by and between the Coastside Fire Protection District, hereinafter called "DISTRICT", and Valley Power Systems North, hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That DISTRICT desires to engage CONSULTANT to provide professional services in the DISTRICT;
- B. That CONSULTANT is qualified to provide such services to the DISTRICT and;
- C. That the DISTRICT has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination.
 - (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT.

(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, DISTRICT shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of Paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process. Nothing herein contained shall be deemed a limitation upon the right of DISTRICT to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to DISTRICT hereunder.

3. Compensation; Expenses; Payment. DISTRICT shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit A hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of Sixty-Six Thousand Eight Hundred Sixty-Three Dollars and Ninety-Four Cents (\$66,863.94) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the DISTRICT.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to DISTRICT, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event DISTRICT desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the DISTRICT by amendment to this Agreement. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
1. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to DISTRICT for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the DISTRICT shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to DISTRICT, become the property of DISTRICT.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the DISTRICT is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the DISTRICT.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that DISTRICT shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to DISTRICT of DISTRICT's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless DISTRICT, its Board, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, DISTRICT, its Board, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify Coastside Fire Protection District, its Board, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering DISTRICT's risks in form subject to the approval of the DISTRICT Attorney and/or DISTRICT's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
Professional Liability	\$1,000,000 per claim and aggregate

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the DISTRICT as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and DISTRICT in the same manner and to the same extent as CONSULTANT is bound to DISTRICT under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the DISTRICT prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit B, or on similar form, furnish DISTRICT with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after DISTRICT shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the Coastside Fire Protection District, its Board, officers, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to Coastside Fire Protection District, its Board, officers, employees, and agents, and any insurance or self-insurance maintained by DISTRICT for itself, its Board, officers, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from DISTRICT's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of DISTRICT, to the extent required by this Agreement, before the DISTRICT's insurance or self-insurance may be called upon to protect DISTRICT as a named Insured.

All self-insured retentions (SIR) must be disclosed to DISTRICT for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or DISTRICT.

DISTRICT reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and DISTRICT in the same manner and to the same extent as CONSULTANT is bound to DISTRICT under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the DISTRICT at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. Workers' Compensation. CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.
14. Non-Discrimination. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.
15. Notice. All notices required by this Agreement shall be given to the DISTRICT and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

DISTRICT: Coastside Fire Protection District
1191 Main Street
Half Moon Bay, CA 94019
Attention: Fire Chief

CONSULTANT: Valley Power Systems North
855 Stillwater Road
West Sacramento, CA 95691
Attention: _____

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.

18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the DISTRICT's service area or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
22. Entire Agreement. This Agreement, including Exhibits A and B, comprise the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

COASTSIDE FIRE PROTECTION DISTRICT

Dated: _____

Jonathan Cox, Deputy Fire Chief

APPROVED AS TO FORM

Dated: _____

Jean B. Savaree, District Attorney

CONSULTANT

Dated: _____

By: _____
Valley Power Systems North

EXHIBIT A

SCOPE OF WORK AND FEE SCHEDULE FOR
IMMEDIATE REPAIR OF UNIT E40



Valley Power Systems North. - West Sacramento
 BAR# ARD253609 EPA# CAL000299026 855 Stillwater Road West Sacramento,
 California 95691
 Phone: (916) 372-5078 - Fax: (916) 372-2721



Case Number: 11524670 - Repair Order Number: J36258
 Purchase Order Number: n/a
 Service Writer: Johnstun 4600, Dee - Case Date: 09/14/22 12:36 pm PDT

Cal Fire Halfmoon Bay	Unit #: E40		
Address: 1191 Main St Halfmoon Bay, CA 94019	Asset: 2011 Pierce Mfg. Inc Quantum	Miles: 54,835	
Phone: (408) 497-9916	Serial #: BA012271	Warranty Start: 10/1/2011	
Fax:	VIN: 4P1CU01D2BA012271	In Service: 10 Years 11 Months	
Cust #: 179922	Engine: DD13		
	Engine Hours: 1721		

Complaint:

Case 11524670...Unit had 0 (zero) oil pressure, CEL and shut down engine lights on, low coolant code and shut down. Check and advise. Unit towed in.

Correction:

Connected the computer to the unit. verified codes for low coolant and low oil pressure. tried starting it, batteries dead. charged up unit. tried starting it again, unit sounds like it's locked up. Tried barring engine over, engine is seized Drained the oil. then removed the oil pan. Rod 2 is spun and Main 4 is spun. Unit needs an engine.put the oil pan back up. QUOTE BASED ON BEFORE COMPLETE REMOVAL OF THE ENGINE AND TRANSMISSION PACKAGE AND IS SUBJECT TO CHANGE. performed needed inspections and found suction tube seal rings pulling air past , caused oil pump cavitation. ENGINE IS 6 TO 8 WEEKS OUT

Operation	Operation	Labor	Parts	Total
1	General Diagnostic - Sacramento	\$1,530.00	\$0.00	\$1,530.00
2	PARTS Parts: (1.0) 2 inch trans filters, (1.0) 3 quarter block engine, (1.0) misc gaskets,hoses etc., (11.0) bulk engine oil, (20.0) 50 50 coolant, (8.0) transynd	\$0.00	\$36,553.01	\$36,553.01
3	pull the trans and then the engine,swap all needed parts for 3 quarter block engine then install back to a run state	\$23,400.00	\$0.00	\$23,400.00
4	clean and pump test and road test	\$990.00	\$0.00	\$990.00

Notes: [9/16/2022 at 08:06 am PDT] - this engine is locked up ,spun rod and main, will need a complete engine, will work up a quote and send to you
 [9/20/2022 at 07:21 am PDT] - I have been working on there quote yesterday late and this morning,will have later this morning
 [9/20/2022 at 07:47 am PDT] - Approval Requested for the estimate version 1, total \$66,863.94. [View the estimate.](#)
 Repair status set to Hold (auth).
 [9/20/2022 at 07:51 am PDT] - Approval Requested for the estimate version 1, total \$66,863.94. [View the estimate.](#)
 Repair status set to Hold (auth).
 [9/20/2022 at 07:52 am PDT] - Approval Requested for the estimate version 1, total \$66,863.94. [View the estimate.](#)
 Repair status set to Hold (auth).

Parts: \$36,553.01
Labor: \$25,920.00
Haz. Waste: \$80.00
Shop: \$1,096.59
Freight: \$100.00
Tax: \$3,114.34
Travel Charges: \$0.00
TOTAL: \$66,863.94

BAR#ARD253609

WARRANTY INFORMATION: WARRANTY ON NEW ENGINES, NEW TRANSMISSIONS, NEW AND REBUILT PARTS, reliabilit ENGINES, reliabilit

ASSEMBLIES, reabilit PARTS AND UTEX PARTS IS LIMITED TO THE MANUFACTURER'S WARRANTY. SHOP LIABILITY SHALL BE LIMITED TO THE CORRECTION OF THE REPAIRS PERFORMED WHEN VALLEY POWER SYSTEMS, Inc. or any of its subsidiaries (herein to refer to as "VALLEY") EXAMINATION SHALL DISCLOSE FAULTY WORKMANSHIP UNDER NORMAL USE WITHIN 180 DAYS FROM THE DATE OF DELIVERY. VALLEY 's SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR, AT ITS PLACE OF BUSINESS OR, AT ITS OPTION EXCHANGE ANY SUCH GOODS OR SERVICES WHICH ARE FOUND BY VALLEY TO BE DEFECTIVE IN WORKMANSHIP OR MATERIAL, FOR reabilit assemblies. THIS IS LIMITED TO REPAIRS OR REPLACEMENT OF THE FAILED reabilit COMPONENTS ONLY. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH DEFECT, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE, IN NO EVENT SHALL VALLEY BE LIABLE FOR ANY INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGE, INCLUDING TOWING OR DOWN TIME IN CONNECTION WITH, OR ARISING OUT OF THE SALE OF GOODS OR FURNISHINGS SERVICES. THESE WARRANTIES ARE ONLY APPLICABLE WARRANTY AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED. INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE EXPRESSLY SPECIFIED HEREIN.

CUSTOMER RESPONSIBILITY FOR NON-WARRANTY REPAIRS: IN SOME INSTANCES, CERTAIN OF THE REPAIRS REQUESTED BY YOU MAY HAVE THE POSSIBILITY OF BEING COVERED BY A MANUFACTURER'S WARRANTY, IN SUCH INSTANCES, VALLEY MAY, AS AN ACCOMMODATION TO YOU, FILE WARRANTY CLAIM ON YOUR BEHALF AND DEFER BILLING YOU UNTIL THE MANUFACTURER HAS RESPONDED TO THE WARRANTY CLAIM. HOWEVER, ANY AMOUNTS NOT PAID BY SAID MANUFACTURER WILL BE BILLED TO YOU AND WILL BE DUE UPON RECEIPT OF INVOICE. FOR ANY REMANUFACTURED PARTS USED, THAT HAVE CORE VALUES, ARE SUBJECT TO CUSTOMER CHARGE BACK IF DEEMED UNSUITABLE TO BE REUSED BY MANUFACTURER.

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH INSTALLATION OF THE NECESSARY MATERIAL, AND HEREBY GRANT VALLEY AND/OR ITS EMPLOYEES PERMISSION TO OPERATE THE VEHICLE OR PRODUCT HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS LEAN IS HEREBY ACKNOWLEDGED ON THE VEHICLE OR PRODUCT TO SECURE THE AMOUNT OF THE REPAIRS THERETO. I ALSO ACKNOWLEDGED THAT THE REPAIRER IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO ARTICLES LEFT WITH VEHICLE OR PRODUCT IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND ITS CONTROL, AND IT'S NOT RESPONSIBLE FOR MATERIAL UNCLAIMED AFTER 30 DAYS. I ALSO ACKNOWLEDGE AND ACCEPT THE TERMS OF THE WARRANTY INFORMATION SHOWN ABOVE.

DATE: _____ SIGNED: X _____

EXHIBIT B

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED:

1. Insurance Coverage Form

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work

Date(s): _____

Description of Work/Locations/Vehicles:

ADDITIONAL INSURED: Coastside Fire Protection District (District)
 1191 Main Street
 Half Moon Bay, CA 94019
 Attention: Fire Chief

Endorsement and Certificates of Insurance Required		
The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)		
	Insurer	Policy No.
<input type="checkbox"/> General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/> Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/> Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)		
	Insurer	Policy No.
<input type="checkbox"/> Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/> Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____(print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____

TITLE: _____

ADDRESS:

TELEPHONE: () _____

DATE ISSUED: _____