

## NOTICE INVITING BIDS

### COASTSIDE FIRE PROTECTION DISTRICT FIRE STATION NO. 40 NEW FENCING PROJECT 1191 MAIN STREET, HALF MOON BAY, CA 94019

Coastside Fire Protection District will receive sealed Bids at Coastside Fire Protection District, located at 1191 Main Street, Half Moon Bay, California 94019 **until 10:00 A.M. on Monday, May 1, 2023** for the following public work:

**Project Description:** The Work under this contract shall include all work to replace the perimeter fence at Fire Station No. 40, install new vehicle and pedestrian gates, construct a metal canopy structure, and complete painting and other miscellaneous work as described in the project drawings.

For full notice inviting bids, submission instructions, deadlines, contract details, etc., please visit our website at <https://www.coastsidefire.org/bulletin-abba26b>.

**CONSTRUCTION SERVICES PROJECT MANUAL**

for

**FIRE STATION NO. 40 NEW FENCING  
PROJECT**

at

**1191 MAIN STREET  
HALF MOON BAY, CALIFORNIA 94019**

**COASTSIDE FIRE PROTECTION DISTRICT**

**OWNER:**

Coastside Fire Protection District  
1191 Main Street  
Half Moon Bay, California 94019

**Advertisement Date: March 29, 2023**

**Bid Date: May 1, 2023**

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**DOCUMENT 00 0115**

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**NOTICE INVITING BIDS**

**ARTICLE 1 INVITATION TO BID**

- 1.01 Notice Inviting Bids** Owner will receive sealed Bids at Coastside Fire Protection District, located at 1191 Main Street, Half Moon Bay, California 94019 **until 10:00 A.M. on Monday, May 1, 2023** for the following public work:

**COASTSIDE FIRE PROTECTION DISTRICT  
FIRE STATION NO. 40 NEW FENCING PROJECT  
1191 MAIN STREET, HALF MOON BAY, CA 94019**

- 1.02 Project Description:** The Work under this contract shall include all work to replace the perimeter fence at Fire Station No. 40, install new vehicle and pedestrian gates, construct a metal canopy structure, and complete painting and other miscellaneous work as described in the project drawings. Work shall be completed within 90 Days from the date when Contract Time commences to run.
- 1.03 Procurement of Bidding Documents:** Bidding Documents contain the full description of the Work. Bidders may examine a complete hard-copy set of the Bidding Documents at the District's Headquarters, located at 1191 Main Street, Half Moon Bay, California 94019.
- Bidding Documents may also be requested by email to Division Chief Gary Silva at [gary.silva@fire.ca.gov](mailto:gary.silva@fire.ca.gov).
- Bidding Documents need not be returned to District. Bidder is responsible for printing any and all of Bidding Documents. Bidders may obtain hard copies of the Bidding Documents from the District's Headquarters, subject to the District's standard copying fees.
- 1.04 Instructions:** Bidders shall refer to Document 00 2115 (Instructions to Bidders) for required documents and items to be submitted in a sealed envelope for deposit into the Bid Box in the District Headquarters, located at 1191 Main Street, Half Moon Bay, California 94019, Attention: Division Chief Gary Silva no later than the time and date set forth in Paragraph 1.01 above.
- 1.05 Mandatory Pre-Bid Site Visit:** Owner will conduct a Mandatory Pre-Bid Conference and Site Visit at **10:00 A.M. on Wednesday, April 19, 2023 at 1191 Main Street, Half Moon Bay, California, 94019**. The Pre-Bid Conference and Site Visit will last approximately ninety minutes.
- 1.06 Bid Preparation Cost:** Bidders are solely responsible for the cost of preparing their Bids.
- 1.07 Reservation of Rights:** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

**ARTICLE 2 LEGAL REQUIREMENTS**

- 2.01 Required Contractor's License(s):** California "A" and "B" contractor's licenses are required to bid this contract. Joint ventures must secure a joint venture license prior to award of this Contract.

**2.02 Required Contractor and Subcontractor Registration**

- A. Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00 4330, Subcontractor List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
- B. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with paragraph 2.02A above shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

**2.03 Bid Alternates: N/A**

**2.04 Substitutions:** Bidders must base their bids on products and systems specified in Contract Documents or listed by name in Addenda. Owner will consider substitution requests only for “or approved equal items.” Bidders wanting to use “or approved equal items” may submit request on form to be obtained from Owner no later than 7 days after issuance of award.

**2.05 Substitution of Securities:** Owner will permit the successful bidder to substitute securities for any retention monies withheld to ensure performance of the contract, in accordance with Public Contract Code Section 22300.

**2.06 Prevailing Wage Laws:** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>] and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Also, the successful Bidder shall post the applicable prevailing wage rates at the Site.

**2.07 Prevailing Wage Monitoring:** This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jonathan Cox  
Deputy Fire Chief  
Coastside Fire Protection District  
Half Moon Bay, California 944019

Published: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board of Directors  
Coastside Fire Protection District  
Half Moon Bay, California 944019

**END OF DOCUMENT**

## DOCUMENT 00 2115

### INSTRUCTIONS TO BIDDERS

Bids are requested by Owner, for a general construction contract, or work described in general, as set forth in Document 00 1115 (Notice Inviting Bids), and the following additional terms.

#### ARTICLE 1 - PROCEDURES FOR SUBMISSION OF BIDS

##### 1.01 Required Pre-Bid Conference and Site Visit

- A. Owner will conduct Pre-Bid Conference and Site Visit at the date, time and location indicated in Document 00 1115 (Notice Inviting Bids), to consider such matters as Bidders may request and perform a Site Visit immediately following, at the Site. Bidders must attend Pre-Bid Conference and Site Visit and sign an attendance roster as a condition to bidding.
- B. The Site Visit may be the Bidders' only opportunity to investigate conditions at the Site. Other Pre-Bid Site Visits may be scheduled at Owner's sole discretion, depending on staff availability.
- C. Owner will issue Minutes of the Pre-Bid Conference, which shall constitute the sole and exclusive record and statement of the results of the Pre-Bid Conference. The Minutes issued by Owner are not a Contract Document.

##### 1.02 Required Pre-Bid Investigations

- A. Prior to submission of Bid, Bidder must conduct a careful examination of Bidding Documents and understand the nature, extent, and location of Work to be performed.
- B. Invasive testing will only be allowed with Owner's written approval and under such conditions as Owner may determine in its sole discretion.
- C. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work), as well as applicable environmental assessment information (if any) regarding the Project, by giving Owner reasonable advanced notice. Owner will make copies available for a fee. A Bidder must give five (5) days advanced notice if copies are desired.

##### 1.03 Bidder Questions and Answers

- A. Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written Addenda mailed, faxed, or delivered to all parties recorded by Owner as having received Bidding Documents or those that have made a request to Division Chief Gary Silva by email ([gary.silva@fire.ca.gov](mailto:gary.silva@fire.ca.gov)) to be copied on Addenda. Owner may not answer questions received less than 10 Days prior to the date for opening Bids.
- B. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Bidders shall not rely on oral statements.

##### 1.04 Addenda

- A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner. Addenda shall be acknowledged by number in Document 00 4115 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

## **ARTICLE 2 - RECEIPT OF BIDS**

### **2.01 Date and Time**

- A. Sealed Bids will be received by the Owner until the date and time indicated in Document 00 1115 (Notice Inviting Bids). All Bid envelopes will be time-stamped to reflect their submittal time. Owner shall reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00 2115.

### **2.02 Sealed Envelope Submission:**

- A. Owner will receive Bids in an opaque sealed 10 inch x 13 inch envelope, containing the required items described herein.
- B. Bidders should mark their Bid envelope using the name, address, identifying information, and contract number indicated in Document 00 1115 (Notice Inviting Bids).

### **2.03 Required Contents of Bid Envelope**

- A. Document 00 4115 (Bid Form). Bidders must submit Bids on Document 00 4115 (Bid Form) in accordance with the provisions of Document 00 4115. Bidders must complete all Bid items and supply all information required by Bid documents and specifications.
- B. Document 00 4315 (Bond Accompanying Bid). Any Bidder whose Bid equals or exceeds \$5,000 must submit Document 00 4315 (Bond Accompanying Bid) accompanied by a cashier's check, certified check (certified without qualification and drawn on a solvent bank of the State of California or a National Bank doing business in the State of California), or completed form of Document 00 4315 of not less than 10% of the base Bid, payable to Owner and completed in accordance with the provisions of Document 00 4315. Document 00 4325 (Bidder Registration Form). Bidders must submit Document 00 4325 (Bidder Registration Form), completed in accordance with the provisions of Document 00 4325.
- C. Document 00 4330 (Subcontractors List). Bidders must submit Document 00 4330 (Subcontractors List) completed in accordance with the provisions of Document 00 4330. The Subcontractors List must include the names of all subcontractors for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered.
- D. Document 00 4519 (Non-Collusion Affidavit). Bidders must submit Document 00 4519 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00 4519.
- E. Document 00 4545 (Bidder Certifications). Bidders must submit Document 00 4545 (Bidder Certifications) completed in accordance with the provisions of Document 00 4545.

## **ARTICLE 3 BID OPENING AND EVALUATION**

### **3.01 Determination of Apparent Low Bidder**

- A. Owner will open each Bidders' envelopes at the time and place indicated in Document 00 1115 (Notice Inviting Bids), initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein and in Document 00 1115 (Notice Inviting Bids) and Document 00 4115 (Bid Form).
- B. Apparent Low Bid will be determined solely on the total amount of all Bid items based on terms contained in Document 00 1115 (Notice Inviting Bids) and Document 00 4115 (Bid Form), or as set forth in Paragraph 2.02 of Document 00 1115 (Notice Inviting Bids)
- C. Owner will evaluate the Apparent Low Bidder for responsiveness and for responsibility.
- D. If Apparent Low Bidder is determined to be non-responsive or non-responsible, then Owner may proceed to the next Apparent Low Bidder's Bid pursuant to any procedures determined in its

reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.

### **3.02 Evaluation of Bids**

- A. Bids must be full, complete, clearly written and using the required forms. Bidders shall make any change in the Bid by crossing out the original entry, entering, and initialing the new entry. Bidder's failure to submit all required documents strictly as required entitles Owner to reject the Bid as non-responsive. All Bidders must submit Bids containing each of the fully executed documents supplied in this Project Manual.
- B. In evaluating Bids, Owner will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 00 4113 (Bid Form) or prior to the Notice of Award.
- C. Owner may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as Owner deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability, and capability to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing.
- D. Owner shall have the right to consider information provided by sources other than Bidder. Owner shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.
- E. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
- F. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of Owner made as part of Bid evaluation process after submission of Bid.

### **3.03 Reservation of Rights**

- A. Owner reserves the right to:
  - 1. Reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids; and
  - 2. To reject the Bid of any Bidder as non-responsive as a result of any error or omission in the Bid.
- B. If Owner believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive, the Bidder is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Owner.
- C. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some Bid items and enhanced prices for other Bid items.
- D. Owner may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of 90 Days after award or full execution of the Contract, whichever first occurs.
- E. Owner may reject any or all Bids and waive any informalities or minor irregularities in the Bids. Owner also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project.

### **3.04 Required Contractor and Subcontractor Registration**

- A. Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00 4330, Subcontractors List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
- B. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with paragraph 3.04.A, above, shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code



Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

## **ARTICLE 4 MANDATORY BID PROTEST PROCEDURES**

### **4.01 Submission of Written Bid Protest**

- A. Any Bid protest in connection with the construction contract or work described in general in Document 00 1115 (Notice Inviting Bids) must be received in writing by email to the Division Chief Gary Silva at [gary.silva@fire.ca.gov](mailto:gary.silva@fire.ca.gov), before 5:00 P.M. of the fifth Business Day following opening of Bids.
- B. The initial protest document must contain a complete statement of the basis for the protest.
- C. The protest must refer to the specific portion of the document that forms the basis for the protest.
- D. The protest must include the name, address, and telephone number of the person representing the protesting party.
- E. Only Bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, Owner may evaluate all information contained in any protesting Bidder's Bid, and conduct the same investigation and evaluation as Owner is entitled to take regarding an Apparent Low Bidder.
- F. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

### **4.02 Exclusive Remedy**

- A. The procedure and time limits set forth in this Article are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

## **ARTICLE 5 AWARD AND EXECUTION OF CONTRACT**

### **5.01 Notice of Award and Submittal of Executed Contract Documents**

- A. If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Owner will issue Document 00 5105 Notice of Award. Such Award, if made, will be made within ninety (90) days after the opening of the Bid Proposals.
- B. Successful Bidder must execute and submit to Owner the "Required Contract Documents and Proof of Insurance" set forth below, by 5:00 p.m. of the 20th Day following the Notice of Award.

### **5.02 Required Contract Documents and Proof of Insurance**

- A. Document 00 5205 (Construction Services Agreement), fully executed by successful Bidder. Submit two originals, each bearing an original signature on the signature page and initials on each page.
- B. Insurance certificates and endorsements required by Document 00 5205 Appendix C: Submit one original set.
- C. If Contract Sum exceeds (or is expected to exceed) \$25,000, Construction Performance Bond in form provided at Document 00 5205 Appendix D, fully executed by successful Bidder and surety, in the amount set forth therein. Submit one original.
- D. If Contract Sum exceeds (or is expected to exceed) \$25,000, Construction Labor and Material Payment Bond in form provided at Document 00 5205 Appendix E, fully executed by successful Bidder and surety, in the amount set forth therein. Submit one original.
- E. Any other items identified by Owner in Document 00 5105 (Notice of Award).

### **5.03 Failure to Execute and Deliver Documents:**

- A. If Bidder to whom Contract is awarded, within the period described in this Document 00 2115, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award, recover on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages Owner may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of Owner's damages.
- B. Upon such failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Apparent Low Bidder and may Award it the Contract.

## **ARTICLE 6 GENERAL CONDITIONS AND REQUIREMENTS**

### **6.01 Modification of Commencement of Work:**

- A. Owner expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to Project. Owner accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.
- B. Owner shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

### **6.02 Conformed Project Manual:**

- A. Following Award of Contract, Owner may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

### **6.03 Payment Bond:**

- A. If the Project described in Document 00 1115 (Notice Inviting Bids) involves an expenditure in excess of twenty-five thousand dollars (\$25,000), the successful Bidder must file a payment bond with and approved by Owner prior to entering upon the performance of the Work, in accordance with Civil Code Section 9550, *et seq.*

### **6.04 Wage Rates:**

- A. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>] and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Also, Contractor shall post the applicable prevailing wage rates at the Site.

### **6.05 Withdrawal of Bids:**

- A. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00 2115, only by written request for the withdrawal of Bid filed with Owner by email received by Division Chief Gary Silva ([gary.silva@fire.ca.gov](mailto:gary.silva@fire.ca.gov)) with signed original to submitted by hand or mail to 1191 Main Street, Half Moon Bay, California, 94019. Bidder or its duly authorized representative shall execute request to withdraw Bid.

### **6.06 Ineligible Contractors and Subcontractors:**

- A. Owner shall not accept a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code Section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code Section 1777.1 or 1777.7. (See Public Contract Code Section 6109.) The California Division of Labor

Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at [www.dir.ca.gov/DLSE/debar.html](http://www.dir.ca.gov/DLSE/debar.html).

**6.07 Public Records Act Requests:**

- A. In accordance with the Public Records Act, Owner will make available to the public all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures set forth herein, and all subsequent Bid evaluation information. Except as otherwise required by law, Owner will not disclose trade secrets or proprietary financial information submitted by Bidders that has been designated as confidential by Bidder.
- B. If the Bidder explicitly identifies and notifies Owner of any “proprietary, trade secret, or confidential commercial or financial” information included in its Bid that Bidder determines is not subject to public disclosure, Owner will notify Bidder of any request for records regarding its Bid. If, within 10 Days from receipt of the request, when the records will be made available for inspection, Bidder requests that Owner refuse to comply with the records request, Bidder will, at its sole expense, take all appropriate legal action and defend Owner’s refusal to produce the information in all forums; otherwise, Owner will make such information available to the extent require by applicable law, without restriction.
- C. Information disclosed in the Bid and the attendant submissions are the property of Owner unless Bidder makes specific reference to data that is considered proprietary.

**6.08 Substitutions:**

- A. Bidders must base their Bids on products and systems specified in the Contract Documents or listed by name in Addenda. Substitutions are permitted only as provided in the Contract Documents

**6.09 Definitions:**

- A. All abbreviations and definitions of terms used in this Document 00 2115 are set forth in Document 00 5205 (Construction Services Agreement).

**END OF DOCUMENT**

**GEOTECHNICAL DATA AND EXISTING CONDITIONS**

**ARTICLE 1 REPORTS AND INFORMATION ON EXISTING CONDITIONS**

**1.01 Inspection of Reports:**

- A. N/A

**ARTICLE 2 USE OF EXISTING CONDITIONS DATA**

**2.01 Above-Ground Existing Conditions:**

- A. Owner makes no warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by Owner regarding existing conditions.
- B. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding above-ground existing conditions supplied by Owner.

**2.02 Underground Facilities:**

- A. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to Owner by others (e.g., the builders of such Underground Facilities or others).
- B. Owner assumes responsibility for only the general accuracy, completeness or thoroughness of information regarding Underground Facilities that are owned by Owner. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it herein and discrepancies were not apparent. Bidder is solely responsible for any interpretation or conclusion drawn from this information. Owner is not responsible for information regarding Underground Facilities owned by others.

**2.03 Hazardous Materials Surveys:**

- A. Bidders may rely on this data and information for general accuracy regarding the locations of potentially hazardous materials subject of the Work. Owner does not warrant and makes no representation regarding the completeness or thoroughness of any data or information regarding existing conditions or hazardous materials including, but not limited to, quantities, characteristics, volumes, or associated structural features. Bidder represents and agrees that in submitting a Bid it is not relying on any such data, information or deductions.
- B. Data and information regarding the locations of hazardous materials are not part of Contract Documents.

**2.04 Geotechnical Data:**

- A. Bidder may rely upon the general accuracy of the “technical data” contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent.
- B. The term “**technical data**” shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration. The term “technical data” does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures. The term “technical data” shall not include the location of Underground Facilities.
- C. Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder is solely responsible for any interpretation or conclusion drawn from any

“technical data” or any other data, interpretations, opinions, or information contained in supplied geotechnical data.

- D. Except as expressly set forth in this Document 00 3135, Owner does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data.
- E. Bidder represents and agrees that in submitting its Bid, it is not relying on any geotechnical data supplied by Owner, except as specifically set forth herein.

### **ARTICLE 3 INVESTIGATIONS**

#### **3.01 Required Investigations:**

- A. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance, or furnishing of Work, or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction Bidder is to employ and the safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- B. Bidders shall advise Owner in writing during the Bid period of any questions, suppositions, inferences or deductions Bidders may have for Owner’s review and response.
- C. Owner has provided time in the period prior to bidding for Bidder to perform these investigations.

#### **3.02 Access to Site for Investigations:**

- A. During the Pre-Bid Site Visit(s), Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid, provided that invasive testing will be permitted only to the extent (and upon conditions identified in) provided in Document 00 2115 (Instructions to Bidders).

**END OF DOCUMENT**

**DOCUMENT 00 4115**

**BID FORM**

**TO THE COASTSIDE FIRE PROTECTION DISTRICT**

**THIS BID IS SUBMITTED BY:**

---

(Firm/Company Name)

Re: **FIRE STATION NO. 40 NEW FENCING PROJECT] at 1191 MAIN STREET, HALF MOON BAY, CA, 94019**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **COASTSIDE FIRE PROTECTION DISTRICT** in the form included in the Contract Documents, Document 00 5205 (Construction Services Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1115 (Notice Inviting Bids), and Document 00 2115 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 Days after the day of Bid opening, unless there is a bid protest, then 90 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended the mandatory Pre-Bid Meeting, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

<b>Addendum Number</b>	<b><u>ADDENDUM DATE</u></b>	<b>Signature of Bidder</b>

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

### SCHEDULE OF BID PRICES

This Project shall be bid as a lump sum for all work required under the Contract Documents.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	All Work of Contract Documents (Lump Sum)	1	1	\$	\$
<u>TOTAL</u>				<b>TOTAL BID PRICE</b>	<b>\$</b>

Total Bid Price:

---

(Indicate Bid Price in Words)

5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 1115 (Notice to Bidders) and Document 00 2115 (Instruction to Bidders).
6. Subcontractors for work are listed on Document 00 4330 (Subcontractors List), submitted herewith.
7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4115 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2115 (Instructions to Bidders) within the times specified therein.
9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2115 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the **COASTSIDE FIRE PROTECTION DISTRICT**.
11. The undersigned Bidder agrees to commence Work on the date established in, and to complete all Work within the time specified in, Document 00 5205 (Construction Services Agreement).
12. The undersigned Bidder agrees that, liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5205 (Construction Services Agreement) shall be as set forth in Document 00 5205.
13. The names of all persons interested in the foregoing Bid as principals are:

**IMPORTANT NOTICE:**

If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and names of all individual co-partners composing the firm. If Bidder or other interested person is an individual, give first and last names in full.

**NAME OF BIDDER:** \_\_\_\_\_

licensed in accordance with an act for the registration of Contractors, and with license

number: \_\_\_\_\_ Expiration: \_\_\_\_\_.

\_\_\_\_\_  
(Place of Incorporation, if Applicable) (Principal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
(Signature of Bidder)

**NOTE:** If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor's Representative(s): \_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

Officers Authorized to Sign Contracts \_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)



Telephone Number(s):

\_\_\_\_\_  
(Area Code) (Number)

\_\_\_\_\_  
(Area Code) (Number)

Fax Number(s):

\_\_\_\_\_  
(Area Code) (Number)

\_\_\_\_\_  
(Area Code) (Number)

Date of Bid:

\_\_\_\_\_

**END OF DOCUMENT**

**DOCUMENT 00 4315**

**BOND ACCOMPANYING BID**

KNOW ALL BY THESE PRESENTS:

That the undersigned

\_\_\_\_\_  
(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, **Coastside Fire Protection District, a California special district**, as obligee, in the penal sum of **(Dollar Amount In Words)** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Bid for Owner's **Fire Station No. 40 New Fencing Project at 1191 Main Street, Half Moon Bay, California, 94019**.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Agreement be awarded to said Principal and said Principal shall, within the required periods, enter into the Agreement so awarded and provide any required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under Document 00 2115 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Month)

(Corporate Seal)

By \_\_\_\_\_  
Principal

By \_\_\_\_\_  
Surety

(Corporate Seal)

By \_\_\_\_\_  
Attorney in Fact

**END OF DOCUMENT**

BIDDER REGISTRATION FORM

**INDEPENDENT CONTRACTOR REGISTRATION**

Contractor's License # \_\_\_\_\_

Date: \_\_\_\_\_ Fed I.D. # \_\_\_\_\_

Full Corporate Name of Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of Principal Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Business:                      \_\_\_\_\_ Sole Proprietor                      \_\_\_\_\_ Partnership  
   \_\_\_\_\_ Non-Profit 501(c)(3)                      \_\_\_\_\_ Corporation  
   \_\_\_\_\_ other (please explain: \_\_\_\_\_ )

**INSURANCE**

**Workers' Compensation:**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

**General Liability:**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**Automobile Liability:**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**All-risk Course of Construction (if Required by Document 00 5205 Informal Construction Services Agreement, Appendix A):**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**SAFETY EXPERIENCE**

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.

[20\_\_] \_\_\_\_\_ [20\_\_] \_\_\_\_\_ [20\_\_] \_\_\_\_\_

2. Use Bidder's last year's Cal/OSHA 300/301 log to fill in the following number of injuries and illnesses:

a. Number of lost workday cases \_\_\_\_\_

b. Number of medical treatment cases \_\_\_\_\_

c. Number of fatalities \_\_\_\_\_

3. Employee hours worked last year \_\_\_\_\_

4. State the name of Bidder's safety engineer/manager:

Attach a resume or outline of this individual's safety and health qualifications and experience.

**I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.**

**BIDDER:**

By: \_\_\_\_\_  
Signature

Its: \_\_\_\_\_  
Title

Date \_\_\_\_\_

**END OF DOCUMENT**

**DOCUMENT 00 4330**

**SUBCONTRACTORS LIST**

The Subcontractors List must include the names of all subcontractors for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount.

<b>Name of Subcontractor and Location of Place of Business</b>	<b>Description of Work</b>	<b>Subcontractor's License No.</b>	<b>DIR Registration Number*</b>

(Bidder to attach additional sheets if necessary)

\* Pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code.

**END OF DOCUMENT**

DOCUMENT 00 4519

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE SECTION 7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA )
) ss.
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn,
(Name of Principal of Bidder)

deposes and says that he or she is \_\_\_\_\_
(Office of Affiant)

of \_\_\_\_\_, the party
(Name of Bidder)

making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding, and that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against Owner, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Executed under penalty of perjury under the laws of the State of California:

\_\_\_\_\_,
(Name of Bidder)

\_\_\_\_\_,
(Signature of Principal)

Subscribed and sworn before me \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

Notary Public of the State of \_\_\_\_\_

In and for the County of \_\_\_\_\_

My Commission expires \_\_\_\_\_ (Seal)

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

**NOTE:** If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

**NOTE:** If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

**END OF DOCUMENT**



**DOCUMENT 00 4545**

**BIDDER CERTIFICATIONS**

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 7, below.

**1. STATEMENT OF CONVICTIONS**

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

**2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE**

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

**3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS**

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Labor Code Section 1773, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776, regarding wage records, and with Labor Code Section 1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

**4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE**

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid and work on public works projects.

**5. CERTIFICATION OF NON-DISCRIMINATION**

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

**6. CERTIFICATION OF NON-DISQUALIFICATION**

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

**7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT**

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

**BIDDER:**

\_\_\_\_\_  
(Name of Bidder)

Date: \_\_\_\_\_, [202\_] By: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_

\_\_\_\_\_  
(Title)

**END OF DOCUMENT**

DOCUMENT 00 5105

NOTICE OF AWARD

Dated \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACT FOR: **COASTSIDE FIRE PROTECTION DISTRICT  
FIRE STATION NO. 40 NEW FENCING PROJECT at 1191 MAIN STREET  
HALF MOON BAY, CALIFORNIA 94019**

The Contract Sum of your Agreement is \_\_\_\_\_  
(Amount in Words)

Dollars (\$ \_\_\_\_\_)

1. Two copies of the proposed Contract Documents listed below accompany this Notice of Award.
2. You must comply with the following conditions precedent by **5:00 p.m.** of the **20<sup>th</sup> Day** following the date of this Notice of Award, that is, by **[Day of the Week, Month Day, 202\_]**.
  - a. Deliver to Owner two fully executed counterparts of Document 00 5205 (Construction Services Agreement). Each copy of Document 00 5205 must bear your original signature on the signature page and your initials on each page.
  - b. Deliver to Owner one original set of the insurance certificates with endorsements required by Document 00 5205 Appendix C.
  - c. If your Contract Sum exceeds (or is expected to exceed) \$25,000, deliver to Owner one original Construction Performance Bond in form attached to Document 00 5205 as Appendix D, executed by you and your surety.
  - d. If your Contract Sum exceeds (or is expected to exceed) \$25,000, deliver to Owner one original Construction Labor and Material Payment Bond in form attached to Document 00 5205 as Appendix E, executed by you and your surety.
3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
4. Within 21 Days after you comply with the conditions in Paragraph 2 of this Document 00 5105, Owner will return to you one fully signed counterpart of Document 00 5205 (Informal Construction Services Agreement) with one copy of the Project Manual (including Specifications and Drawings) and **one** set of full-size Drawings.
5. Before you may start any Work at the Site, you must submit to Owner a certified Safety Program and related information, submit proof of all required permits, and submit a project schedule that includes a proposed start date, completion date, and scheduled workdays. These items and any questions regarding bonds and insurance or other inquiries regarding the project should be directed to Division Chief Gary Silva at [gary.silva@fire.ca.gov](mailto:gary.silva@fire.ca.gov). Owner shall issue a Notice to Proceed once the required items have been submitted.
6. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records in accordance with Labor Code Section 1776.

**OWNER: COASTSIDE FIRE PROTECTION  
DISTRICT**

By: \_\_\_\_\_  
Jonathan Cox, Deputy Chief

AUTHORIZED BY DISTRICT RESOLUTION:

NO: \_\_\_\_\_

ADOPTED: \_\_\_\_\_, [202\_\_]

**[Copy of Resolution Attached]**

**END OF DOCUMENT**

# COASTSIDE FIRE PROTECTION DISTRICT

1191 MAIN STREET  
HALF MOON BAY, CALIFORNIA 94019

## CONSTRUCTION SERVICES AGREEMENT

Fire Station No. 40 New Fencing Project

**DATE:** \_\_\_\_\_

### 1. IDENTIFICATION OF CONTRACTOR:

**CONTRACTOR:**

**LICENSE NO:**

### 2. SCOPE OF THE WORK

See Scope of Work attached as Appendix A.

3. **COMPENSATION FOR WORK.** Contractor's total compensation for the Work performed under this Agreement (**Contract Sum**) is \$ \_\_\_\_\_, to be paid as (**check one**): (1)  lump sum; (2)  lump sum with progress payments; up to a guaranteed not-to-exceed amount of \$ \_\_\_\_\_. All payments (**check one**):  shall  shall not be subject to a five percent (5%) retention.

4. **SCHEDULE OF PERFORMANCE FOR THE WORK.** Contractor shall commence and complete the Work by the following dates:

Commencement Date shall be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Final Completion Date: Within 90 calendar days of Commencement Date.

#### 4.01 Liquidated Damage Amounts.

A. As liquidated damages for delay Contractor shall pay Owner Five Hundred dollars (\$500.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

#### 4.02 Scope of Liquidated Damages

A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or

costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

**5. TERMS AND CONDITIONS.**

**5.01** Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):

- A. Appendix A – Scope of Work
- B. Appendix B – General Conditions
- C. Appendix C – Insurance
- D. Appendix D – Construction Performance Bond
- E. Appendix E – Construction Labor and Materials Payment Bond
- F. Appendix F – Supplemental Conditions

**5.02** The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.

**5.03** Project name must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

**Coastside Fire Protection District  
1191 Main Street  
Half Moon Bay, California 94019**

CONTRACTOR:

OWNER: **Coastside Fire Protection District**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

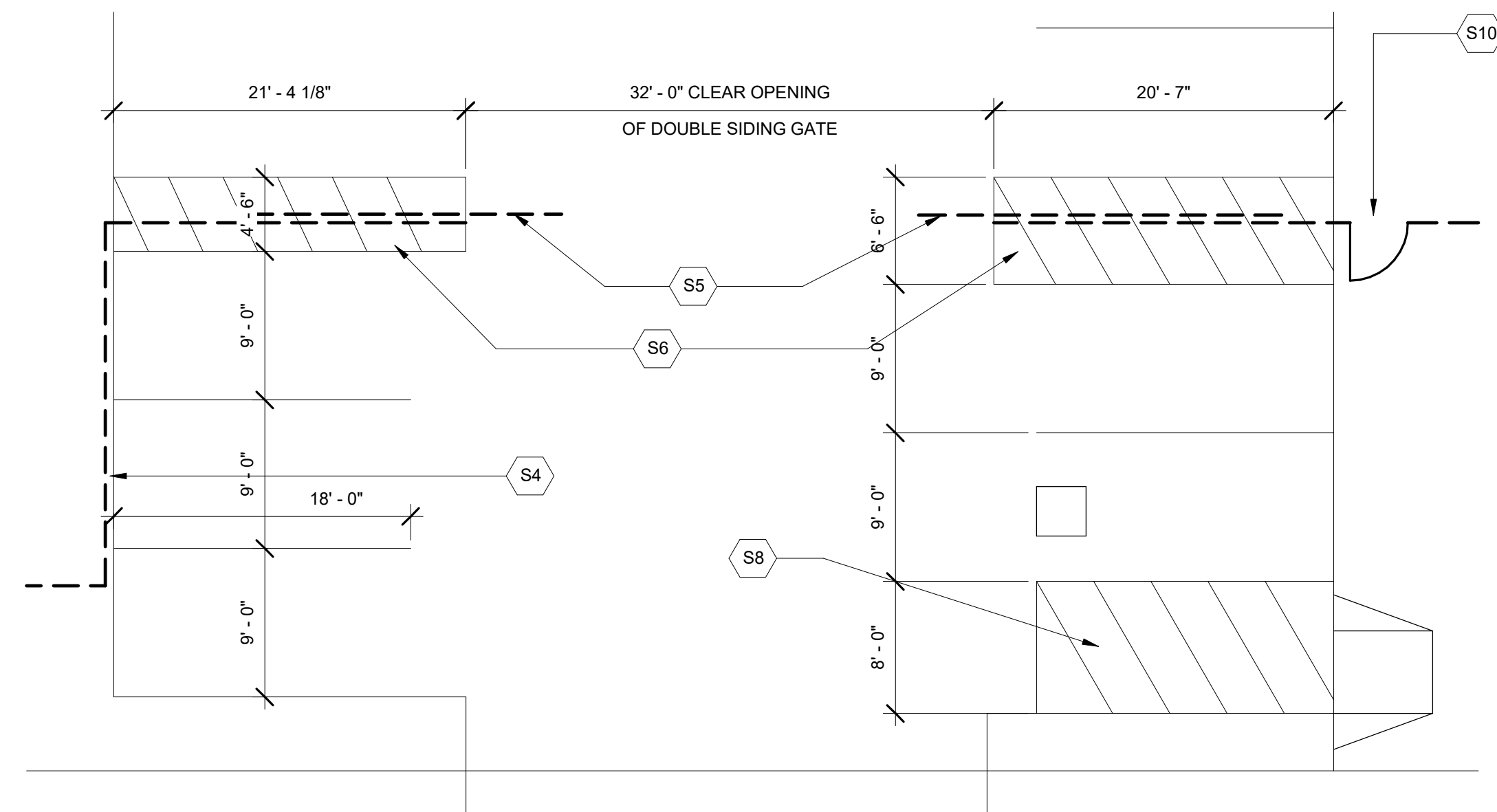
\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
Jean Savaree, Owner's Attorney

**Appendix A to Construction Services Agreement**

***SCOPE OF WORK***



**PARKING LOT ENLARGEMENT** 1/8" = 1'-0" 2

- (E1) EXISTING BUILDING - NO WORK
- (E2) EXISTING SHIPPING CONTAINERS TO REMAIN - NO WORK
- (E3) EXISTING CMU SITE WALL W/ PLASTER FINISH - PROTECT IN PLACE DURING FENCING WORK (NOTE THAT FENCE MUST JOG OVER WALL WHERE INTERSECTS ALONG MAIN ST. FRONTAGE)
- (E4) EXISTING CONCRETE DRAINAGE SWALE TO REMAIN
- (E5) EXISTING CONCRETE PAD TO REMAIN

- (S1) REMOVE EXISTING 4' FENCE ALONG EDGE OF CONCRETE PAD. EXISTING ANCHOR BOLTS FOR FENCE TO REMAIN. PROVIDE NEW 6" TALL ALUMINUM FENCE WITH BASE PLATES TO MATCH EXISTING BOLT PATTERN / SEE DET. 3/A1.1
- (S2) REMOVE EXISTING SLIDING GATE / REPLACE WITH NEW 6' HIGH SLIDING GATE (STYLE PER NOTE BELOW)
- (S3) AT INTERSECTION OF CMU WALL WITH NEW FENCING, PROVIDE NOTCH IN FENCING PATTERN SO THAT FENCE CONTINUES OVER/AROUND WALL WITH MAX. 3" GAP
- (S4) NEW 6' TALL ALUMINUM FENCING W/ TYPICAL FOOTING. SEE DET. 1/A1.1 (CONDITION A)
- (S5) NEW ELECTRICALLY OPERATED, DOUBLE SLIDING GATE (32' CLEAR, 16' EA. SIDE). SEE BASIS OF DESIGN NOTES BELOW. **NOTE: PROVIDE WITH MOTOR OPERATORS AND WIRELESS REMOTE CONTROLS. CONTRACTOR SHALL COORDINATE FOR NEAREST ELECTRICAL POWER SOURCE AND INCLUDE ALL REQUIRED TRENCHING AND PATCHING REQUIRED TO RUN NEW ELECTRICAL CONDUIT TO MOTOR OPERATORS. OPERATORS AT EA. SIDE SHALL BE ON NEW CONCRETE PAD MIN. 6" EMBED IN SUBGRADE AND MIN. 6" ABOVE ADJACENT PAVING.**
- (S6) SLURRY OVER ALL EXISTING PARKING STRIPING AND REPAINT ALL PARKING STALLS (TYPICAL 9' WIDE X 18' LONG) AT TWO AREAS SHOWN FOR GATE, PAINTED WHITE STRIPING AT AREA AROUND FENCE/STACKING AREA/OPERATOR. TYPICAL BOTH SIDES. 4" STRIPES AT PERIMETER AND 36" ON CENTER DIAGONALLY.
- (S7) REMOVE GRAVEL AT PREVIOUS TREE WELL AREAS AND INFILL WITH NEW CONCRETE PAVEMENT. 5" THICK CONCRETE PAVING W/ #3 REBAR @ 18" O.C. EACH WAY @ MIN. 6" COMPACTED CLASS AB SUBGRADE AT EACH. **TYPICAL OF THREE LOCATIONS (SHOWN SHADED GRAY).**
- (S8) NEW VAN ACCESSIBLE PARKING STRIPING - SEE DET. 3/A1.1 NOTE THAT DEMOLITION REQUIRED TO REMOVE EXISTING RAMP WITH ACCESS AREA AND OF PAVEMENT REQUIRED FOR ADJACENT CURB RAMP.
- (S9) NEW CURB RAMP - SEE DET. 7/A1.1
- (S10) NEW ACCESSIBLE GATE - 42" WIDE. SEE DET. 2/A1.1
- (S11) WHERE FENCING APPROACHES EDGE OF EXISTING BUILDING. SEE DET. 1/A1.1 (CONDITION B) FOR CANTILEVERED PORTION OF FENCE TO AVOID CONFLICT WITH EXISTING BUILDING FOOTINGS
- (S12) NEW 6' TALL FENCING ADJACENT TO EXISTING CONCRETE V-GUTTER. NEW FENCING SHALL BE INSTALLED W/ 12" WIDE CONCRETE MOW BAND. SEE DET. 4/A1.1
- (S13) REPLACE PORTION OF EXISTING FENCING WITH NEW FENCING TO MATCH THIS PROJECT (TO FIRST POST OF GATE ON ADJACENT PROPERTY)
- (S14) NEW STRIPING FOR LANDING ZONE - 50' DIAMETER WITH 10" HIGH X 18" WIDE STROKE 'LZ' IN CENTER. PAINT 'NO PARKING' IN 18" HIGH LETTERS AT FOUR LOCATION AS SHOWN
- (S15) NEW PRE-ENGINEERED METAL CARPORT STRUCTURE - MIN. DIMENSION OF 24' X 30' AS SHOWN W/ MIN. 15' CLEAR HEIGHT. STRUCTURE REQUIREMENTS:  
 1. STEEL COLUMNS ALONG LONG DIMENSION - SHORTER DIMENSIONS MUST BE OPEN/CLEAR.  
 2. GABLE ROOF W/ PREFINISHED METAL ROOFING - GABLE IN LONG (30') DIRECTION.  
 3. ALL EXPOSED STRUCTURE TO BE PAINTED WITH HIGH-PERFORMANCE COATING.  
 CALIFORNIA ALL STEEL AS BASIS-OF-DESIGN MANUFACTURER. CONTRACTOR SHALL SUBMIT PROPOSED MANUFACTURER WITH BID, AND INCLUDE COST FOR ENGINEERING/PERMITTING IN BID. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTAL FOR PERMIT.
- (S16) REMOVE EXISTING PLANTS IN HATCHED AREAS AND INSTALL NEW 3" THICK LAYER OF MULCH. CAP ALL IRRIGATION HEADS WITHIN HATCHED AREA.

**OWNER: COASTSIDE FIRE PROTECTION DISTRICT**

**PROJECT NAME: FIRE STATION NO. 40 NEW FENCING**

CLIENT ADDRESS: 1911 MAIN ST. HALF MOON BAY, CA 94019



**REVISIONS:**

NO.	DESCRIPTION	DATE

**PROJECT NO:** 2022-40188  
**DATE ISSUED:** 2022.10.05  
**SCALE:** As indicated

**A1.0**

**SITE PLAN**

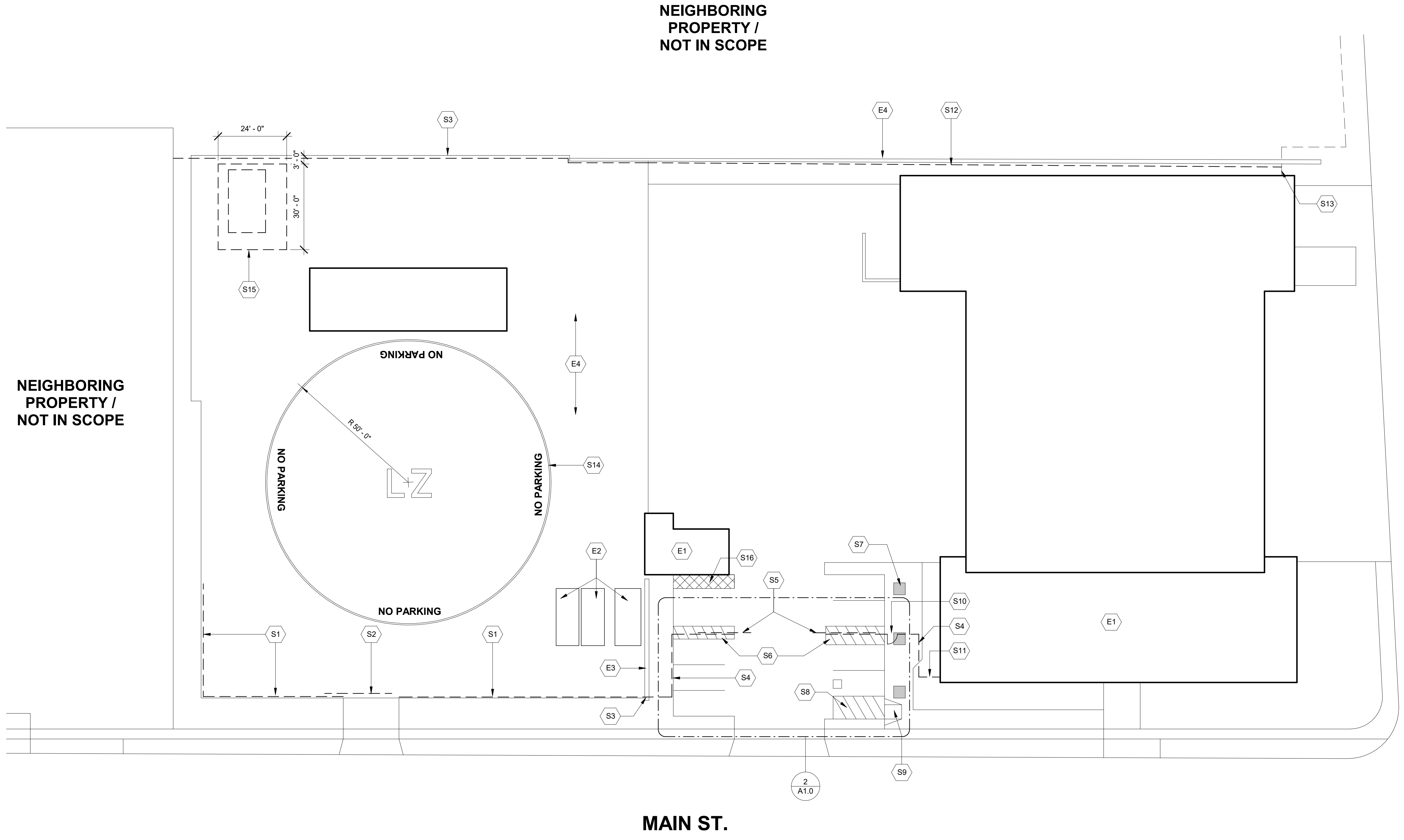
**SITE PLAN KEYNOTES**

**ORNAMENTAL METAL FENCING - BASIS OF DESIGN IS AMERISTAR ECHELON II - GENESIS STYLE, 6' TALL. FENCING SHALL BE HIGH-SECURITY ORNAMENTAL ALUMINUM FENCING, FACTORY FINISHED W/ AN EXPOSED PICKET DESIGN. ALL MATERIALS SHALL BE FACTORY FINISHED IN BLACK COLOR. RAIL DESIGN SHALL BE 3-RAIL TYPE W/ 1" SQUARE X 14GA TUBE PICKETS.**  
**ALTERNATE MANUFACTURERS ARE ACCEPTABLE ONCE APPROVED BY ARCHITECT - BIDDERS SHALL INCLUDE PROPOSED MANUFACTURER/SYSTEM AND PRODUCT DATA WITH BID.**

**GATES - GATES (BOTH SLIDING AND SWING GATES) IN ORNAMENTAL FENCING SHALL BE BY THE SAME MANUF. AS FENCING SYSTEM. ACCESSIBLE GATES (TYPE "F4") SHALL BE SELF-CLOSING. PROVIDED W/ INTEGRATED HINGE-CLOSER SET THAT IS ADA-COMPLIANT AND OPERABLE WITH NO MORE THAN 5 LB OF FORCE AND TESTING FOR A MIN. OF 250,000 CYCLES. GATES SHALL BE PROVIDED WITH INTEGRATED LOCKSETS TO . BASIS OF DESIGN FOR SLIDING GATES IS "PASSPORT II" BY AMERISTAR.**



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NEIGHBORING PROPERTY / NOT IN SCOPE

NEIGHBORING PROPERTY / NOT IN SCOPE

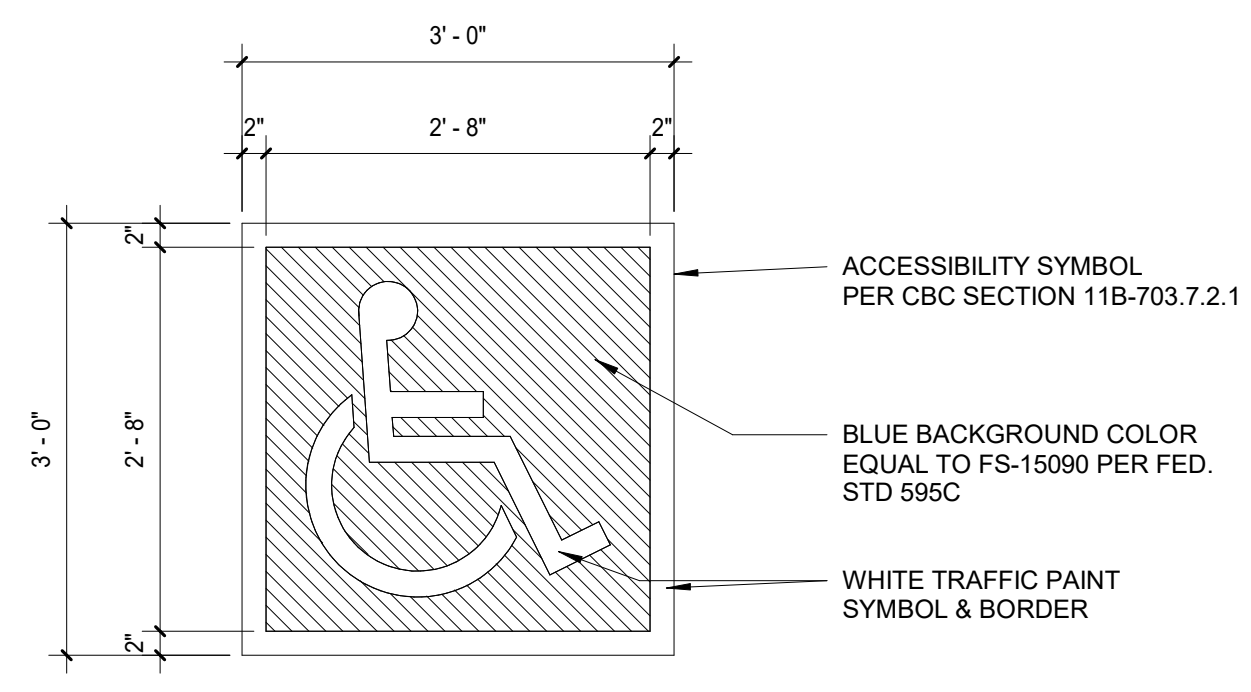
HIGGINS CANYON RD

MAIN ST.

**SITE PLAN - NEW FENCING** 1" = 20'-0" 1

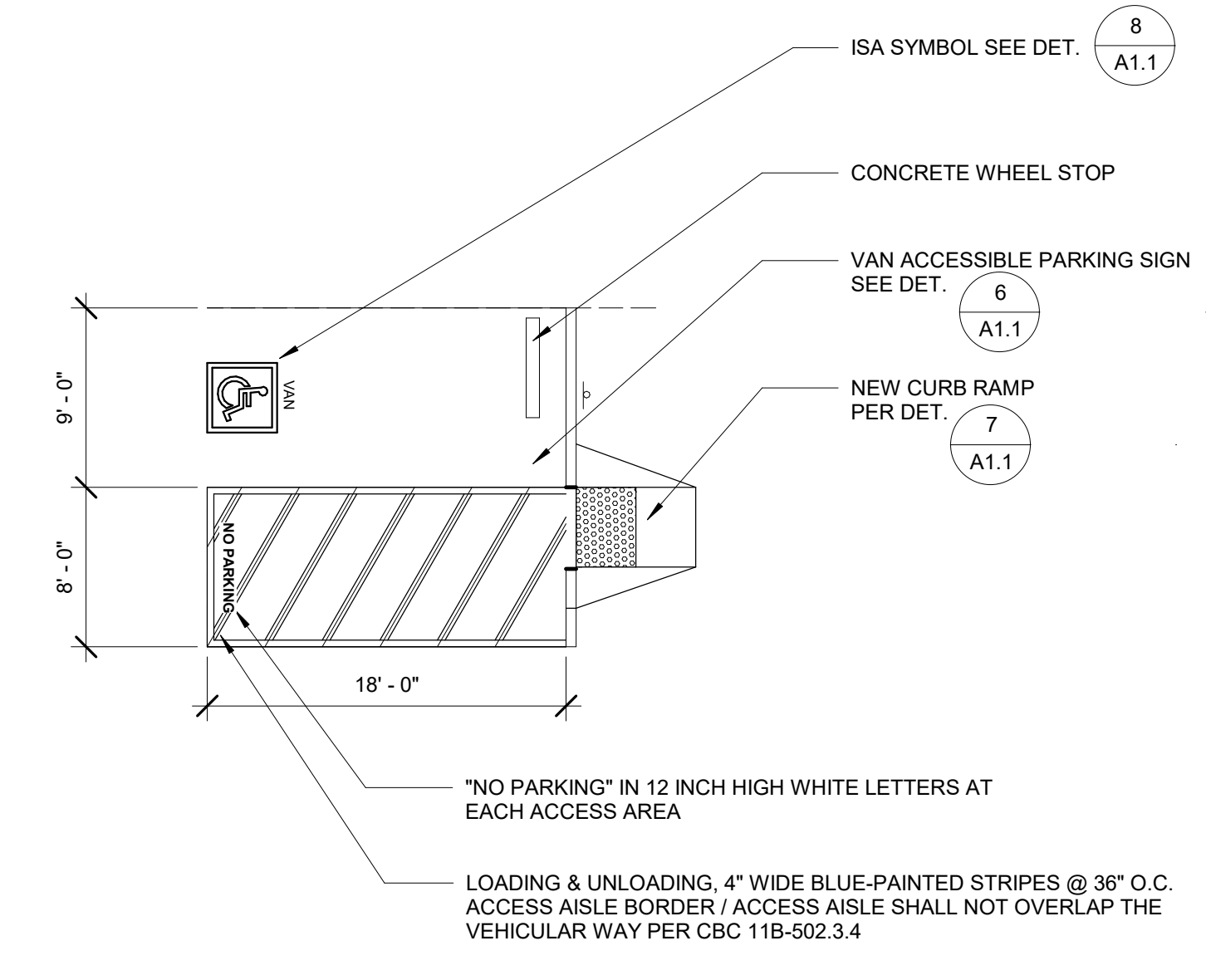
**FENCING MATERIAL SPECIFICATIONS**





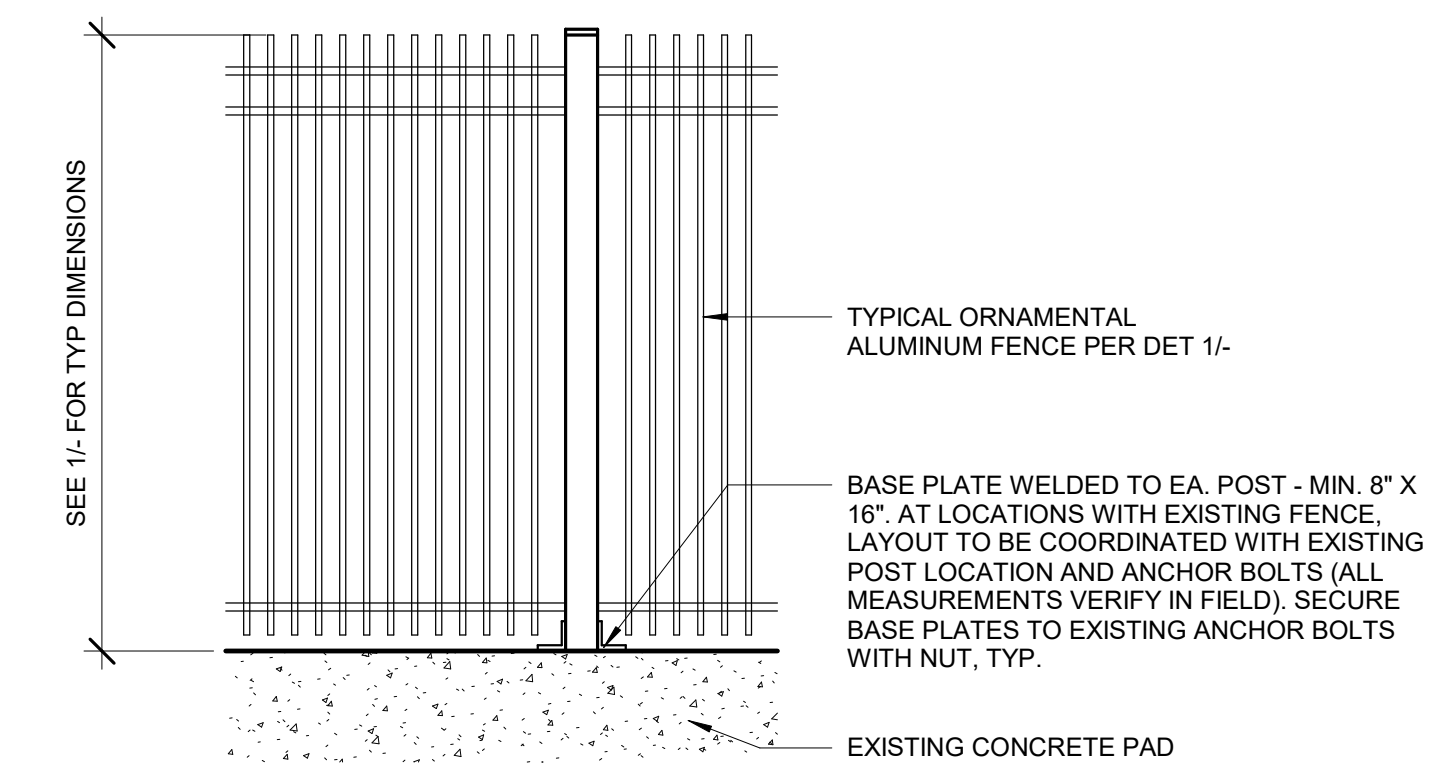
SIGN SHALL MEET THE REQUIREMENTS OF CBC SECTION 11B-502.6.4

**ISA PARKING SYMBOL** 3/4" = 1'-0" 8



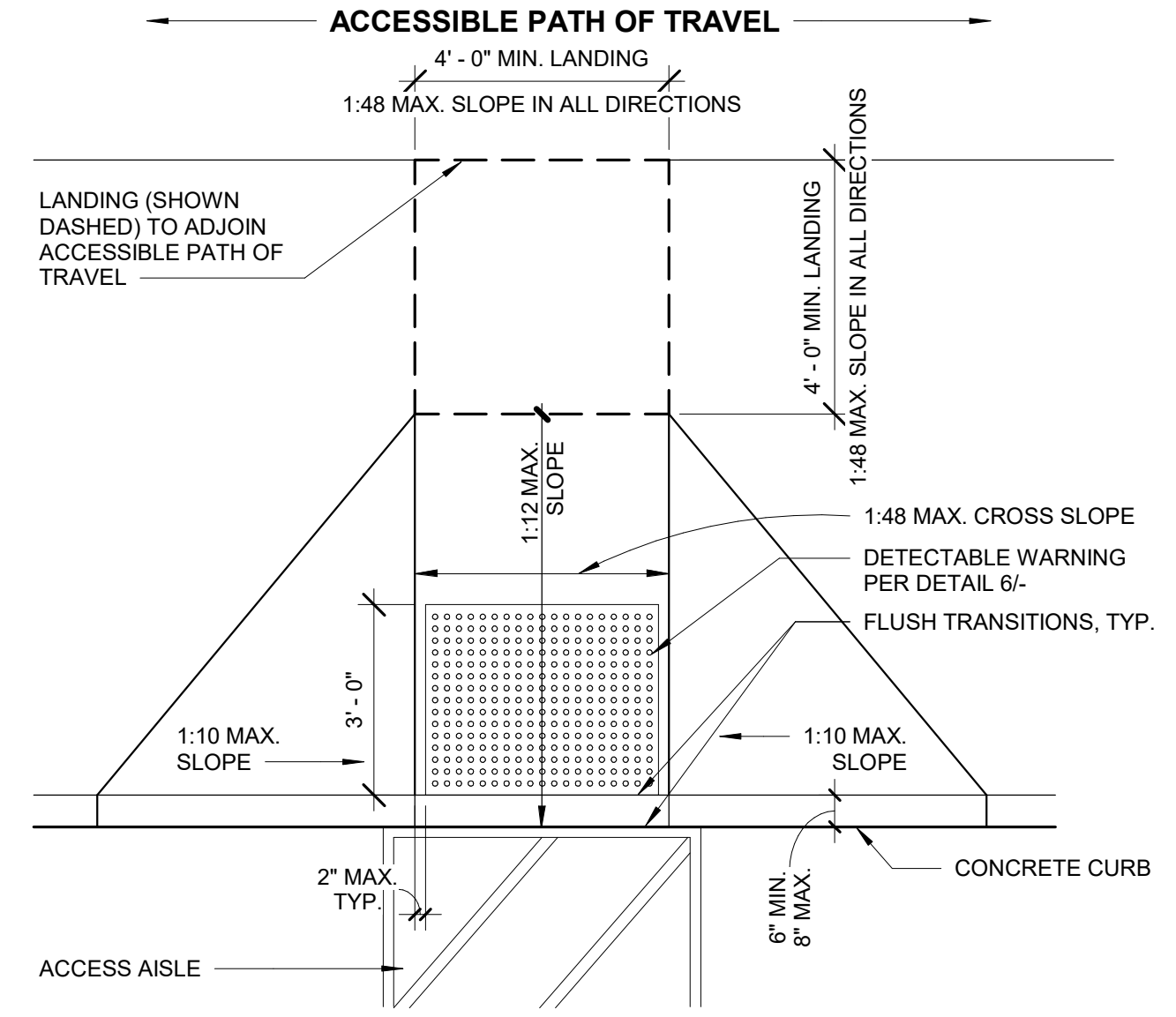
**NOTES:**  
 1. MAXIMUM SLOPE OF FINISHED SURFACE SHALL NOT EXCEED 2% IN ANY DIRECTION PER CBC 11B-502.4 FOR ACCESSIBLE PARKING SPACES & ACCESS AISLES.  
 2. CONTRACTOR SHALL VERIFY (E) CONDITIONS FOR COMPLIANCE AND MODIFY AS REQUIRED PER PLAN. (TYPICAL AT ALL ACCESSIBLE PARKING STALLS).

**ACCESSIBLE PARKING STALLS** 1/8" = 1'-0" 5

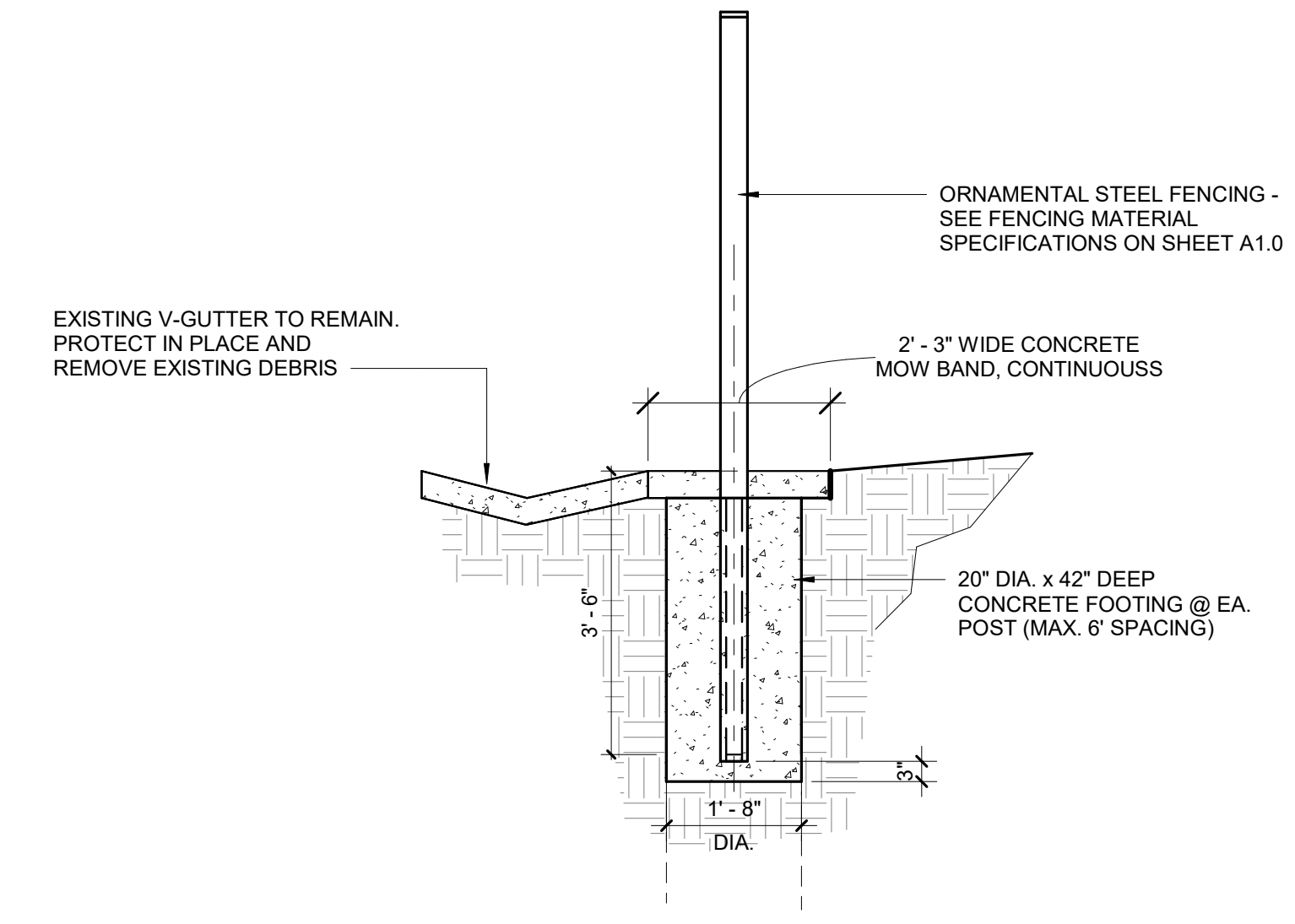


**FENCE @ EXISTING CONCRETE PAD** 1/2" = 1'-0" 3

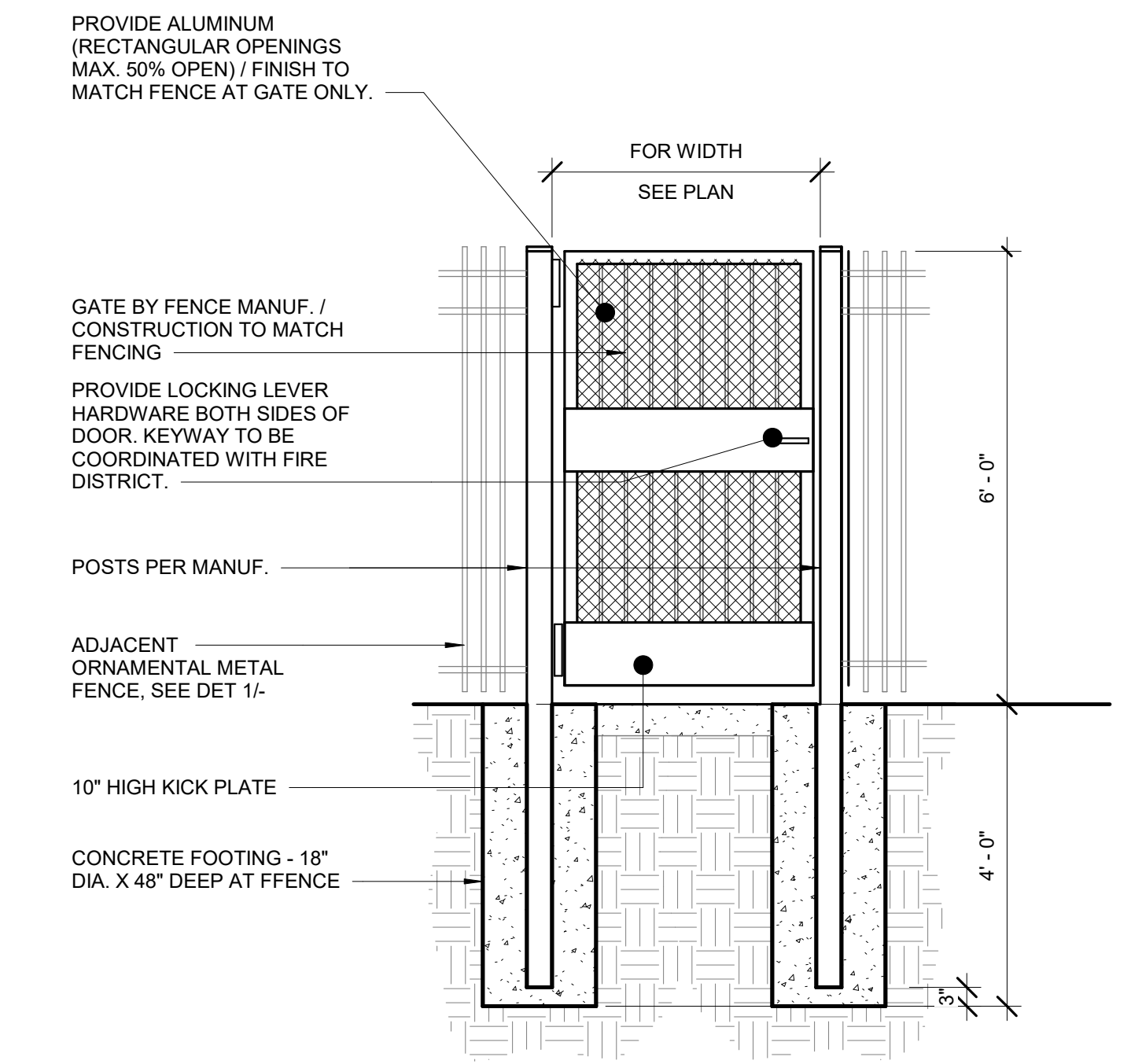
**NOTE:** GRADE BREAKS AT THE TOP AND BOTTOM OF THE CURB RAMP RUNS SHALL BE PERPENDICULAR TO THE DIRECTION OF THE RAMP RUN. SURFACE SLOPES THAT MEET AT GRADE BREAKS SHALL BE FLUSH, BLENDED TRANSITIONS, AND LANDINGS SUBJECT TO WET CONDITIONS SHALL BE SLOPED TO PREVENT THE ACCUMULATION OF WATER PER SPOT ELEVATIONS SHOWN ON CIVIL PLANS



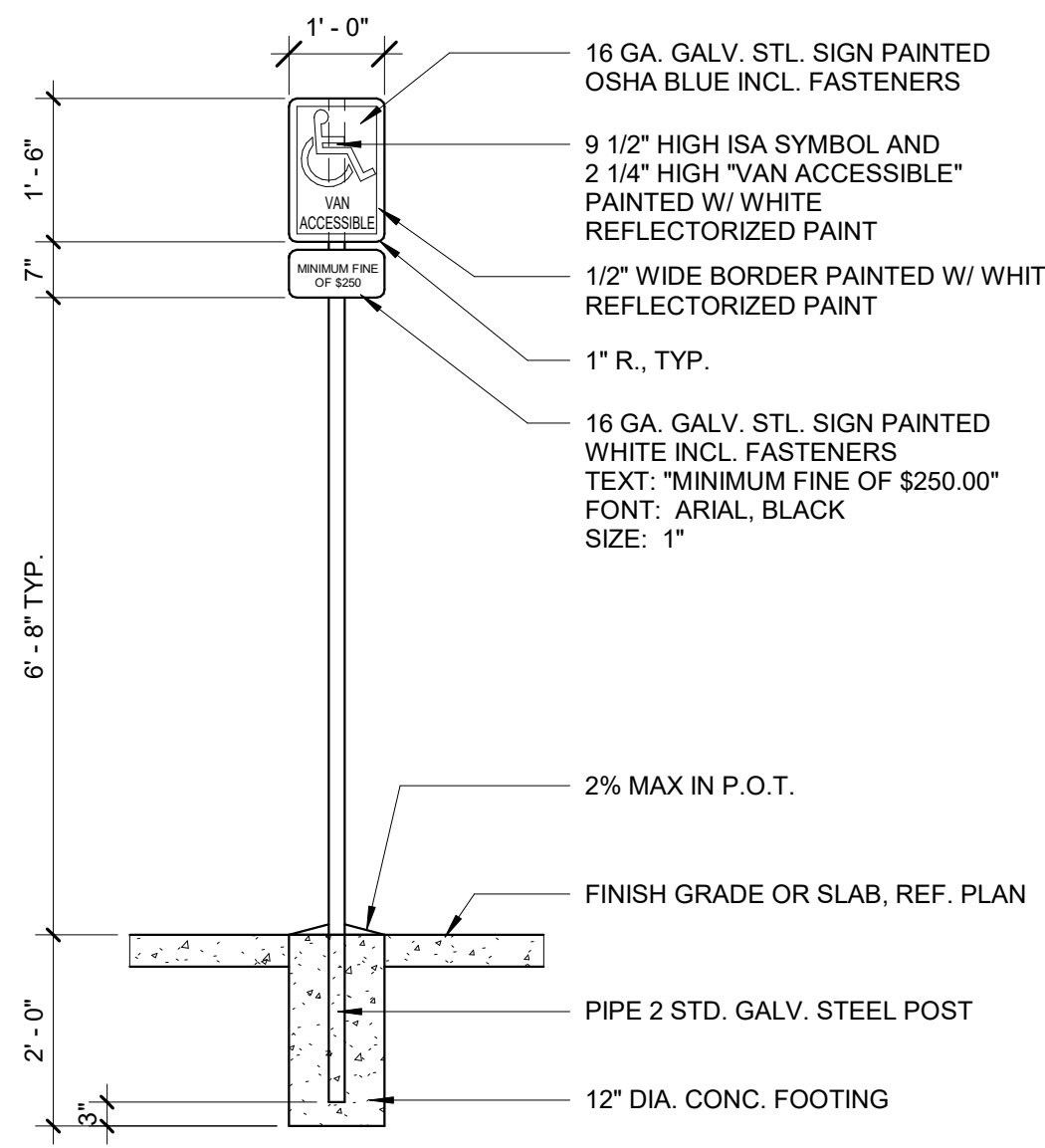
**CURB RAMP** 3/8" = 1'-0" 7



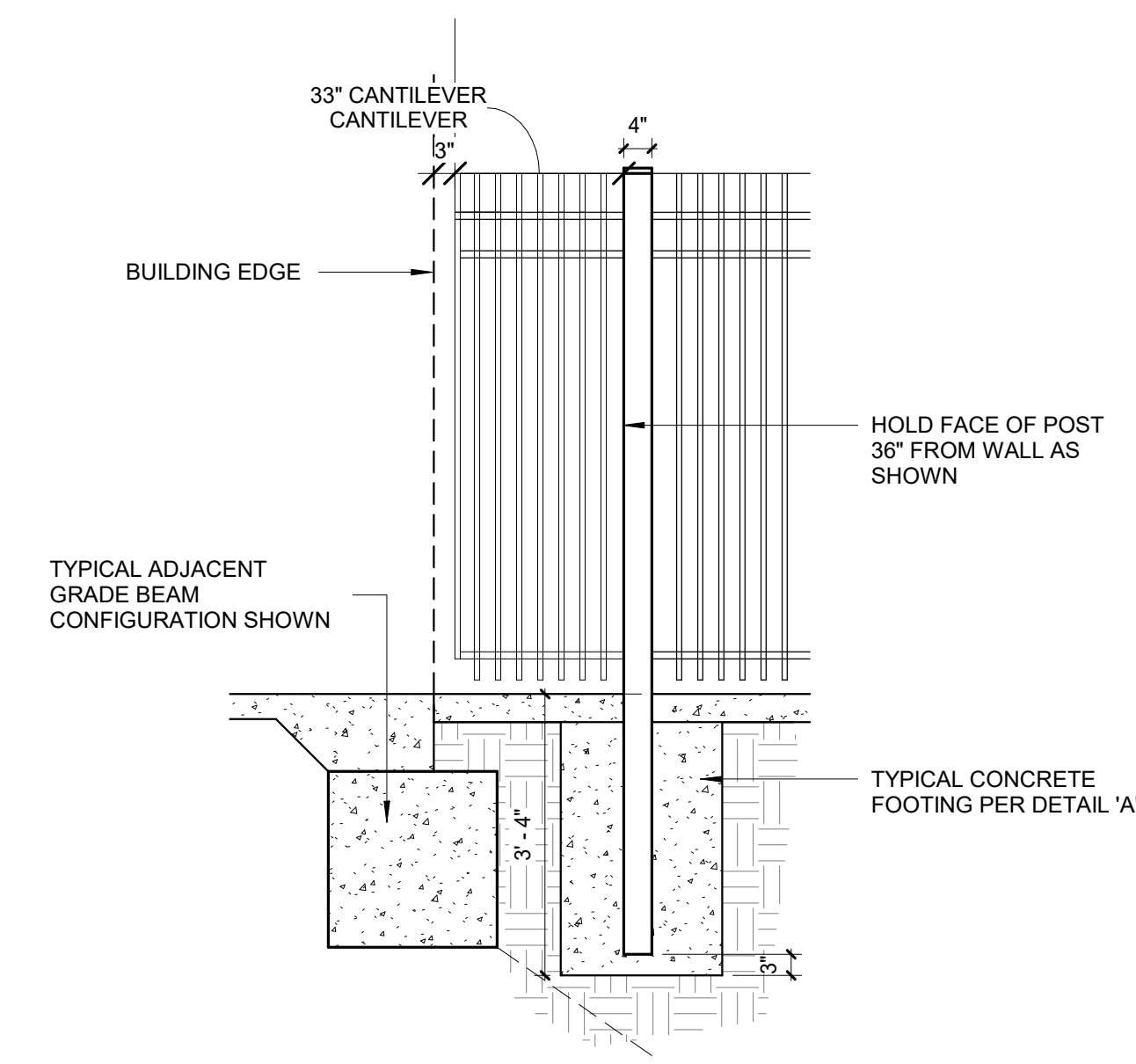
**FENCE @ V-GUTTER** 1/2" = 1'-0" 4



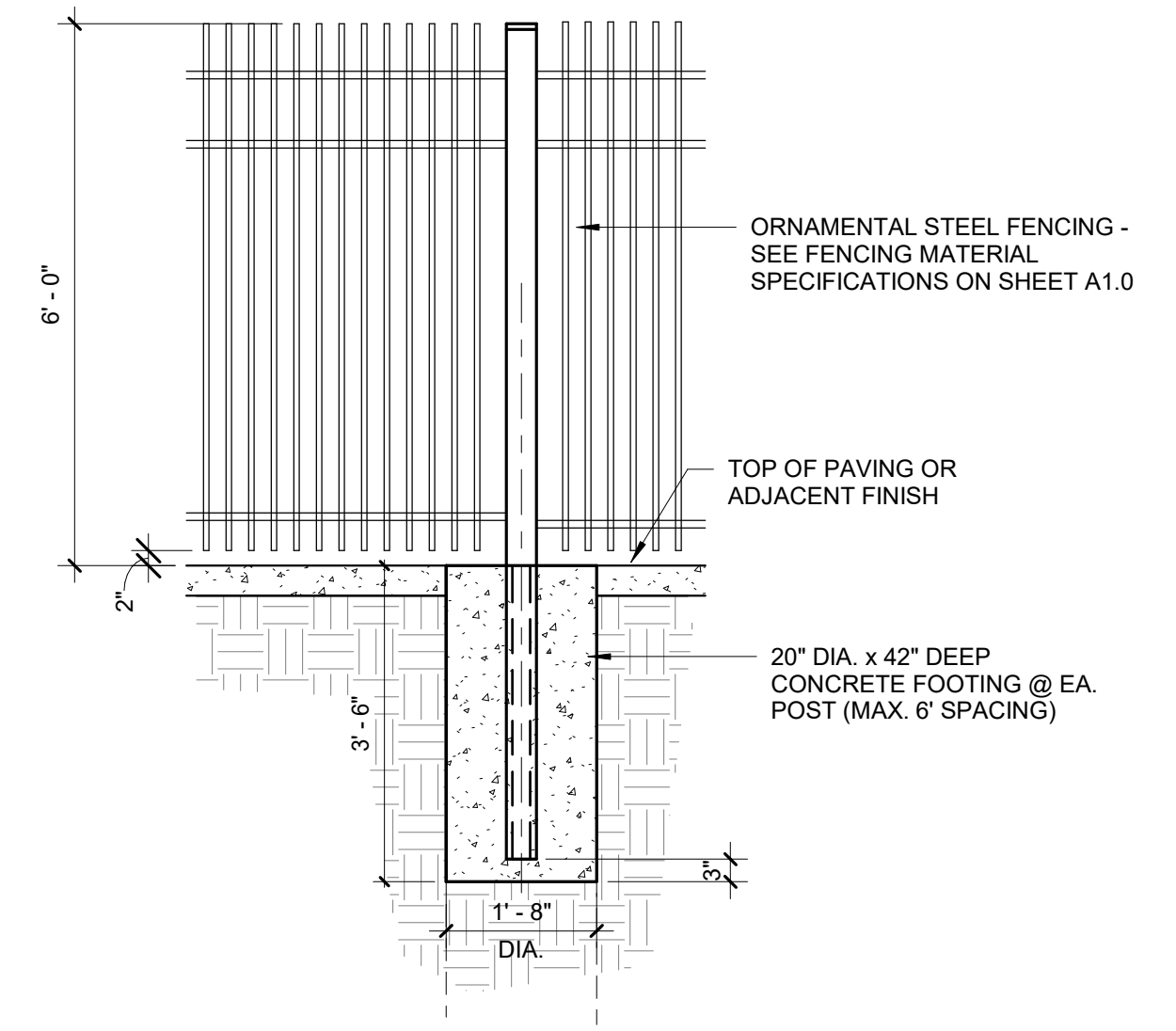
**ORNAMENTAL GATE (ACCESSIBLE)** 1/2" = 1'-0" 2



**VAN ACCESSIBLE PARKING SIGN** 1/2" = 1'-0" 6



**B ADJACENT TO BUILDING**



**A TYPICAL FOOTING DETAIL**

**ORNAMENTAL FENCE DETAIL** 1/2" = 1'-0" 1

**OWNER: COASTSIDE FIRE PROTECTION DISTRICT**  
**PROJECT NAME: FIRE STATION NO. 40 NEW FENCING**  
 CLIENT ADDRESS: 1911 MAIN ST. HALF MOON BAY, CA 94019



**REVISIONS:**

DESCRIPTION	DATE

**PROJECT NO:** 2022-40188  
**DATE ISSUED:** 2022.10.05  
**SCALE:** As indicated

**A1.1**  
**FENCING & SITE DETAILS**



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## Appendix B to Construction Services Agreement

### GENERAL CONDITIONS

#### ARTICLE 1 TERMS OF PERFORMANCE

- 1.01 Construction Services Agreement (Agreement) Force and Effect.** The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed) and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.
- 1.02 No Modification or Waiver.** The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.
- 1.03 Performance of Work/No Assignment.** Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

#### ARTICLE 2 LEGAL AND MISCELLANEOUS

- 2.01 Records and Payment Requests.** Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

- 2.02 Independent Contractor.** Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in the Contract Documents as Owner's responsibility.
- 2.03 Indemnity/Liability.** Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its officers, directors, representatives, agents and employees, against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor'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.
- 2.04 Defective Work; Warranties.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.
- 2.05 Compliance with Laws; Conflict of Interests.** Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency.
- 2.06 Termination; Suspension; Disputes.** Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs

resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. Except as specified otherwise, all claims by Contractor against Owner shall be submitted in writing to Owner and shall be governed by Public Contract Code Sections 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

- 2.07 Execution; Venue; Limitations.** The Agreement shall be deemed to have been executed in San Mateo County, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.
- 2.08 Employee Wages; Records; Apprentices.** Contractor shall pay prevailing wages to its employees on any contract in excess of \$1,000.00 (one thousand dollars). Copies of the prevailing rate of per diem wages should be obtained from the California Department of Industrial Relations. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 (if applicable) and 1776, including (if the Agreement is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds \$2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.
- 2.09 Mandatory Contractor and Subcontractor Registration.** Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.
- 2.10 Worker's Compensation.** Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that 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 Contractor shall comply with such provisions before commencing the performance of the Work.
- 2.11 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.**
- A. If Contract Sum under the Agreement exceeds (or is expected to exceed) \$25,000, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond, and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).

- B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

**2.12 Earthwork and Underground Facilities.** If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of \$25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

**2.13 Protection Of Work, Persons, And Property**

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.
- B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.
- D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and Owner receives satisfactory evidence to that effect.
- F. Work within the right-of-way lines of the city and/or Owner and/or State shall be done in accordance with the standards and specifications of the controlling agency. Permit for such work shall be obtained and paid for by the Contractor before executing the work within such right-of-ways.

## Appendix C to Construction Services Agreement

### INSURANCE

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **\$2,000,000** general aggregate and **\$2,000,000** each occurrence, subject to a deductible of not more than **\$1,000** payable by Contractor.
2. Business Automobile Liability Insurance with limits not less than **\$2,000,000** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **\$1,000** payable by Contractor.
3. Workers' Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount. The Workers' Compensation policy must also include Employers' Liability coverage in amounts not less than **\$2,000,000** per accident, **\$2,000,000** per disease, and **\$2,000,000** aggregate. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
4. Builder's Risk Insurance including, without limitation, coverage against loss or damage to the Work by fire, lightning, wind, hail, aircraft, riot, vehicle damage, explosion, smoke, falling objects, vandalism, malicious mischief, collapse, and other such hazards as are normally covered by such coverage. Such insurance shall be in amount equal to the replacement cost (without deduction for depreciation and subject to stipulated value in lieu of average clause) of all construction constituting any part of the Work, excluding the cost of excavations, of grading and filling of the land, and except that such insurance may be subject to deductible clauses not to exceed **\$10,000** for any one loss. Such insurance will not cover loss or damage to Contractor's equipment, scaffolding or other materials not to be consumed in the construction of the Work. The insurer shall waive all rights of subrogation against Owner.
5. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner as an additional insured. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.
6. In addition to any provisions required in clauses 1-5 above, insurance policies in Appendix C shall contain an endorsement containing the following terms (excluding Workers Compensation insurance with respect to paragraph 6.01 below):
  - 6.01 Coastside Fire Protection District, its officers, directors, officials, agents, employees, and volunteers, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
  - 6.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
  - 6.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to Owner thirty (30) days in advance of the effective date thereof.
  - 6.04 Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.

7. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 6.03 above.
8. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **A-**, **VII** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.
9. The insurance coverage limits 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 Owner, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.
10. All self-insured retentions (SIR) must be disclosed to Owner 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 Contractor/named insured or Owner.
11. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor 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 Owner prior to commencement of any work by the subcontractor.
12. Contractor 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 Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, Owner at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

## Appendix D to Construction Services Agreement

### CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **Coastside Fire Protection District**, a special district of the State of California (**Owner**) has awarded to **(Name of Contractor)** as Principal a Construction Services Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (**Agreement**), titled THE FIRE STATION NO. 40 NEW FENCING PROJECT in the amount of \$ \_\_\_\_\_, which Agreement is by this reference made a part hereof; and
2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof.
3. NOW, THEREFORE, we, the undersigned Principal and \_\_\_\_\_ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM (\$ \_\_\_\_\_) to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
6. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:
  - 6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
  - 6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.



7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.
8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.
10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: (Corp. Seal)

Company: (Corp. Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

**Appendix E to Construction Services Agreement**

**CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **Coastside Fire Protection District**, a special district of the State of California (**Owner**) has awarded to **(Name of Contractor)** as Principal a Construction Services Agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (**Agreement**), titled THE FIRE STATION NO. 40 NEW FENCING PROJECT located at 1191 MAIN STREET, HALF MOON BAY, CALIFORNIA 94019 in the amount of \$ \_\_\_\_\_, which Agreement is by this reference made a part hereof; and
2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
3. NOW, THEREFORE, we, the undersigned Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM (\$ \_\_\_\_\_), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.
8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: (Corp. Seal)

Company: (Corp. Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

**END OF DOCUMENT**

## Appendix F to Construction Services Agreement

### SUPPLEMENTAL CONDITIONS

#### PART 1 - GENERAL

##### 1.1 DEFINITIONS

Wherever in the specifications and other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- A. District: The Coastside Fire Protection District.
- B. Board: The Board of Directors of the Coastside Fire Protection District.
- C. Proposer: Any individual, partnership, joint venture, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- D. Contractor: The individual, partnership, joint venture, or corporation with whom the contract is made by the District.
- E. Manager: The Division Chief of the Coastside Fire Protection District or their designee.
- F. Days: Unless otherwise designated, days as used in the specifications will be understood to mean calendar days.

##### 1.2 TRANSFER OF INTEREST

No interest in the contract shall be transferred to any other party without permission of the Owner.

##### 1.3 WORKING HOURS

- A. Work or activity of any kind shall be limited to the hours allowed by ordinance of the City of Half Moon Bay. Contractor shall comply with that ordinance and/or restrictions on work hours imposed by the City.
- B. Work in excess of eight hours per day, on Saturdays, on Sundays, or on District holidays requires prior consent of the Manager and is subject to Cost of Overtime Construction Inspection.
- C. District holidays are:
  - New Year's Day
  - Martin Luther King's Birthday
  - Presidents' Day (3rd Monday in February)
  - Memorial Day (last Monday in May)
  - Independence Day
  - Labor Day
  - Veteran's Day
  - Thanksgiving Day and following Friday
  - Christmas Eve
  - Christmas Day
  - New Year's Eve

#### 1.4 SUBCONTRACTORS

- A. When requested, the Contractor shall furnish the name and address of each subcontractor contracting directly with the Contractor, together with a statement showing the character and location of the work, time limit, if any, and if requested, the amount of money involved in each subcontract. Each subcontract shall contain a reference to the contract between the District and the principal Contractor, and the terms of the contract and all parts thereof shall be made part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for its annulment at the order of the Manager, if, in the Manager's opinion, the subcontractor fails to comply with the requirements of the principal contractor insofar as the same may be applicable to the Contractor's work.
- B. Nothing contained in this Specification shall be construed as creating any contractual relationship between any subcontractor and the District. The sections of this Specification are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.
- C. The Contractor shall be considered the employer of and as fully responsible to the District for the acts and omissions of subcontractors and of persons employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- D. The Contractor shall be responsible for the coordination of the trades, subcontractors, and material personnel engaged upon the Contractor's work. It shall be the Contractor's duty to see that all of the subcontractors commence their work at the proper time and carry it on with due diligence so that they do not delay or injure either the work or materials; and that all damage caused by them or their workers is made good by them or by the Contractor at the Contractor's expense.
- E. The District will not undertake to settle differences between the Contractor and their subcontractors or between subcontractors.
- F. The Contractor shall utilize the services of specialty subcontractors, without additional expense to the District, on those parts of the work which are specified to be performed by specialty contractors.

#### 1.5 CHANGES

- A. General:

The District reserves the right to make such alterations, deviations, additions to or deletions from the drawings and specifications, including the right to increase or decrease the quantity of any item or portion of work or to omit any item or portion of the work, and to require such changes in the work as are determined by the Manager to be necessary or advisable for proper completion or construction of the whole work contemplated.

Changed or additional work will be issued to the Contractor as a Work Order on an as-needed basis during the contract period. Each Work Order will identify the location and type of work to be performed, the effective date for commencement of work, specific work item quantities and the Work Order amount. The Contractor shall complete any given work order within thirty (30) calendar days of commencement of work.

B. Increases or Decreases in Unit Price Quantities:

1. Increased or Decreased Quantities:

Increases or decreases in the quantity of a contract item of work will be determined by comparing the quantity of work as listed in the proposal schedule with the actual quantity of work performed by the Contractor, as measured by the Manager. The District shall have the right to make changes in the plans and/or specifications and the Contractor shall perform the work as changed.

No adjustment to the unit price for any item in the Proposal Schedule shall be made in the event the number of repair locations are increased or decreased from the scheduled maintenance program. All work performed shall be measured and paid based on the contract unit price included in the proposal schedule.

2. Eliminated Items:

a. The District reserves the right to eliminate any of the scheduled work.

Should any contract item of the work be eliminated in its entirety, unless otherwise provided for in the contract, payment will be made to the Contractor for actual costs incurred in connection with such eliminated contract item if incurred prior to the date of notification in writing by the Manager of such elimination.

b. If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the Manager, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for shall become the property of the District and the actual cost of any further handling will be paid for. If the material is returnable to the vendor and if the Manager so directs, the material shall be returned and the Contractor will be paid for the actual cost of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for. Written documentation of costs of cancellation or return must be submitted.

C. Protest Procedure (Change Orders):

1. Should the Contractor disagree with any terms or conditions set forth in an approved change order which the Contractor has not executed, the Contractor shall submit a written protest to the Manager within 15 calendar days after the receipt of such approved contract change order. The protest shall state the points of disagreement, contract references, quantities, and costs involved. The Manager shall consider and investigate such protest within a reasonable time. If a written protest is not submitted, adjustment of the contract time and payment will be made as set forth in the approved contract change order and shall constitute full compensation for all work included therein or required thereby. An unprotested change order will be considered as an executed contract change order.

2. When the protest concerning an approved change order relates to compensation, the Contractor shall keep full and complete records of the costs of such work and shall permit the Manager to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work.

3. When the protest concerning an approved work order relates to the adjustment of contract time for the completion of the work, the time to be allowed will be determined as provided in Paragraph 1.15 of this section.

D. Extra Work:

Extra work will not be paid for unless ordered in writing by the Manager. When authorized, extra work will be paid by a negotiated adjustment.

E. REPORTING, INVOICING, AND PAYMENT

1. All work shall be reported monthly upon Total Work Order Sheets furnished by the Manager to the Contractor and signed by both parties, which monthly reports shall thereafter be considered the true record of work done.
2. Contractor shall submit a record of work completed with each payment request. Record of work shall include detailed invoices. Those not so detailed will not be processed for payment until details are furnished.
3. Completed work shall be paid for on a monthly basis by Contract Change Order.

1.6 CHANGES AT THE CONTRACTOR'S REQUEST

If the Contractor, on account of conditions developing during the progress of the work, finds it impracticable to comply strictly with this Specification and applies in writing for a modification of the requirements or of methods of work, such change may be authorized by the Manager, if not detrimental to the work and if without additional cost to the District. The Contractor's written request for deviation shall be submitted prior to the start of affected work with enough time allowed to give the Manager a reasonable review period. Only written authorization from the Manager will permit deviations from the specifications.

1.7 AUTHORITY OF THE MANAGER

- A. On all questions concerning the acceptability of material or machinery, the classification of material, the execution of the work, and conflicting interests of contractors performing related work, the decision of the Manager shall be final and binding upon both parties, except in the case of gross error.
- B. The Manager will make periodic observations of materials and completed work to observe their compliance with plans, specifications, and design and planning concepts, but the Contractor shall be responsible for the superintendence of construction processes, coordination of subcontractors or materials, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the site of the work.

1.8 INSPECTION BY DISTRICT, QUALITY ASSURANCE BY CONTRACTOR, TESTING

- A. All materials furnished and work done under this contract will be subject to inspection. The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining them, as requested by the Manager. Work or material that does not conform to the specifications may be rejected at any stage of the work notwithstanding previous inspections by the Manager.
- B. Quality control of the work to ensure compliance with the contract documents is the responsibility of the Contractor. Testing and inspection of the work, or the lack thereof, by

the District does not relieve the Contractor of the responsibility to provide a quality assurance program to ensure compliance with the contract documents.

- C. The Manager may perform or have the Contractor perform tests of material and equipment to demonstrate compliance with the contract documents. If such tests were not required to be performed by the Contractor by the contract documents, the cost of testing will be paid for by the District when tests show that materials or equipment comply with the contract documents, and shall be paid for by the Contractor when tests show that materials or equipment fail to comply with the contract documents.

#### 1.9 DATA TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall furnish the Manager reasonable facilities for obtaining such information as the Manager may desire respecting the character of the materials and the progress and manner of work, including information necessary to determine its costs, such as the number of personnel employed, their pay, the time during which they worked on the various classes of construction, and other pertinent data.

#### 1.10 SUPERINTENDENCE

- A. The Contractor shall designate in writing before starting work one authorized representative who shall have the authority to represent and act for the Contractor.
- B. Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Manager shall be made for any emergency work which may be required. The superintendent or foreman in charge shall be deemed to be the authorized representative of the Contractor and accepts such orders on behalf of the Contractor.

#### 1.11 SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work site a copy of all specifications, drawings, and change orders pertaining to the work and shall at all times give the Manager access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as though shown or mentioned in both.

#### 1.12 LINES, GRADES, AND MEASUREMENTS

All lines and grades shall be established by the Contractor. The cost of surveying to establish lines and grades shall be included in the various items of work and no separate payments will be made.

#### 1.13 RIGHT OF WAY

- A. The site for the installation of equipment for the works to be constructed under this contract will be provided by the District. The Contractor will be held responsible for any damage to structures, streets, and roads, and for any damage that may result from the Contractor's use of District property.
- B. Contractor shall obtain permits or other required authorizations for any use of public rights of way.
- C. In case areas in addition to those available on the District's property are required by the Contractor for the Contractor's operations, the Contractor shall make arrangements with the property owners for the use of such additional areas at the Contractor's own expense.



#### 1.14 DELAYS AND EXTENSION OF TIME

- A. If any delay having a direct effect on the work is caused by factors within the Contractor's control, it is non-excusable and the Contractor will not be entitled to compensation for damages resulting directly or indirectly therefrom, or for any extension of time.
- B. If any delay having a direct effect on the work is caused by unusually severe weather conditions, including periods exceeding the "Normal Rainfall Days", or by strikes, or act of God, such delay may be excusable and may entitle the Contractor to an equivalent extension of time, provided that the Contractor has taken reasonable precautions to foresee and prevent delays due to such causes and provided that the Contractor has notified the Manager in writing of the causes of the delay within 7 calendar days from the beginning of any such delay. In such event the Contractor shall be entitled to time only. Additional costs incurred because of the delay will be paid for by the Contractor at no additional cost to the District.
  - 1. No extension of time will be granted for normal rainfall. However, during the specified contract time, a day-for-day extension of time will be given for each day the rainfall is in excess of 0.1 inch of rain when the total number of rainy days (0.1 inch or greater) exceed the normal based on monthly precipitation records for the previous 10-year period from the weather recording station at the San Francisco International Airport.
- C. If any delay having a direct effect on the work is caused by the specific orders of the Manager to stop work, or by the performance of extra work ordered by the Manager, or by failure of the District to provide material, or necessary instructions for carrying on the work, or failure of a utility to remove or relocate an existing facility, such delay may be compensable and may entitle the Contractor to an equivalent extension of time, and may entitle the Contractor to damages resulting directly from any of the causes of delay hereinabove specified or from delays or hindrances to the work, provided that the Contractor has taken reasonable precautions to prevent delays due to such causes and provided that the Contractor has notified the Manager in writing of the causes of the delay within 10 calendar days from the beginning of any such delay.
- C. When a Contractor experiences two concurrent delays, one compensable and the other non-compensable, no compensation other than time extensions will be allowed.
- E. An extension of time must be approved by the Manager to be effective, but an extension of time whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

#### 1.15 CLIMATIC CONDITIONS

The Manager may order the Contractor to suspend any work that may be subject to damage by climatic conditions. In such event the Contractor shall be entitled to time only. Additional costs incurred because of the delay will be paid for by the Contractor at no additional cost to the District. When delay is caused by an order to suspend work given on account of climatic conditions that could have been reasonably foreseen, the Contractor will not be entitled to any extension of time on account of such order.

#### 1.16 ROADS AND FENCES

Roads subject to interference from the work covered by this contract shall be kept open, and the fences subject to interference shall be kept up by the Contractor until the work is finished.

## 1.17 INFRINGEMENT OF PATENTS

The Contractor shall hold and save the District, its officers, agents, servants, and employees harmless from and against all and every demand or demands, of any nature or kind, for or on account of the use of any patented invention, process, equipment, article, or appliance employed in the execution of the work or included in the material or supplies agreed to be furnished under the contract, and should the Contractor, the Contractor's agents, servants, or employees, or any of them, be enjoined from furnishing or using any inventions, processes, equipment, articles, materials, supplies, or appliances supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other inventions, processes, equipment, articles, materials, supplies, or appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Manager. Or in the event that the Manager elects, in lieu of such substitution, to have supplied, and to retain and use, any such inventions, processes, equipment, articles, materials, supplies, or appliances, as may by this contract be required to be supplied and used, the Contractor shall at the Contractor's expense pay such royalties and secure such valid licenses as may be requisite and necessary to enable the District, its officers, agents, servants, and employees, or any of them, to use such inventions, processes, equipment, articles, materials, supplies, or appliances without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse promptly to make the substitution hereinbefore required, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event the Manager shall have the right to make such substitution, or the District may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the District, or recover any amount thereof from the Contractor and the Contractor's surety, notwithstanding final payment under this contract may have been made.

## 1.18 PROTECTION OF PERSONS AND PROPERTY

### A. Contractor's Responsibility:

Notwithstanding any other provision of these specifications, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property, during performance of the work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

### B. Public Safety:

During the performance of the work, the Contractor shall erect and maintain all necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards as shall be appropriate under the circumstances in its judgment for the prevention of accidents; and the Contractor shall take other precautions as necessary for public safety including, but not limited to, traffic control.

### C. Manager's Responsibility:

1. The Manager's review of the Contractor's construction performance is not intended to include review of the adequacy of the Contractor's safety or sanitary measures in, on, or near the construction site. The District assumes no responsibility for the inspection of safety precautions or for the enforcement of safety precautions required by law.
2. The Manager may suspend operations if the Contractor determines that an imminent safety hazard exists.

#### 1.19 CONTRACTOR'S FINANCIAL OBLIGATION

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

#### 1.20 PROTESTS - CONTRACT REQUIREMENTS

- A. If work demanded of the Contractor is considered by the Contractor to be outside the requirements of the contract, or if the Contractor considers any record or ruling of the Manager to be unfair, the Contractor shall immediately upon such work being demanded or such record or ruling being made, ask for written instructions or decision, whereupon the Contractor shall proceed without delay to perform the work or conform to the record or ruling. If the Contractor still wishes to protest, the Contractor shall, within 15 calendar days after receipt of same, file a written protest with the Manager, stating clearly and in detail the Contractor's objections and reasons therefor. Except for such grounds or protest or objections as are made of record in the manner specified and within the time stated herein, the Contractor hereby waives all grounds for protest or objections to the records, rulings, instructions, or decisions of the Manager, and hereby agrees that as to all matters not included in such protests, the records, instructions, and decisions of the Manager shall be final and conclusive.
- B. No later than thirty (30) calendar days following the submission of a protest in accordance with subsection A, the Contractor shall submit to the Manager his claim concerning the matter so noticed. The claim shall set forth clearly and in detail, for each item of additional compensation or time adjustment claimed, the reasons for the claim, references to applicable provisions of the specifications, the nature and amount of cost or time involved, or both, the computations used in determining such cost or time, or both, and all other pertinent factual data. The Contractor shall furnish such clarification and further available information and data as may be requested in writing by the Manager within the time specified in such request. In addition, the Contractor shall maintain complete and accurate daily records of the cost of any portion of the work for which additional compensation is claimed, and shall give the Manager access thereto or certified copies thereof as requested.
- C. Any decision, order, instructions, notice, or act or omission of the Manager for which the Contractor has submitted a protest shall be final and conclusive on the Contractor if the Contractor fails to submit or document a claim with respect thereto in the manner and within the times above stated, and such failure shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature, provided that the Manager may, if the Contractor shows good cause, and if the interests of the District will not be prejudiced, consider and decide a properly documented claim on its merits notwithstanding the Contractor's failure to submit it within the time above stated. The foregoing provision shall create no right to the Contractor, and failure or refusal of the Manager to exercise the Manager's authority thereunder shall not be subject to claim by the Contractor.

#### 1.21 CONTRACTOR'S RESPONSIBILITIES FOR LOSSES OR LIABILITIES

##### A. Risk of Loss:

Except as otherwise provided in the contract documents and except as to the cost of repair or restoration of damage to the work caused by an act of God as that term is defined in Section 7105 of the Public Contract Code of the State of California, the Contractor shall bear all losses resulting to the Contractor on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the work, or because the nature of the ground in or

on which the work is done is different from what is assumed, or on account of the weather, or floods, or other causes.

B. Materials and Facilities:

1. The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of the Contractor's failure to carry out said responsibilities, the same may be carried out by the District at the expense of the Contractor.
  - a. The Contractor shall be responsible for any material furnished the Contractor and for the care of all work until its completion and final acceptance, and the Contractor shall at the Contractor's own expense replace damaged or lost material and repair damaged parts of the work.
  - b. The Contractor shall protect the District facilities from damage resulting from the Contractor's work. District facilities damaged by or as a result of the Contractor's work under this contract shall be repaired or replaced, as directed by the Manager, at the Contractor's expense.
  - c. The Contractor shall remove from the vicinity of the completed work all buildings, rubbish, unused material, concrete forms, and other materials belonging to the Contractor or used under the Contractor's direction during construction.

1.22 CONTRACTOR USE OF PREMISES

- A. Contractor shall confine operations at site to areas permitted by the contract documents.
- B. Contractor shall not encumber site with excessive material or equipment.
- C. Contractor shall not impose any load on any structure that will damage or endanger structure.
- D. Contractor shall take precautions necessary to prevent annoyance to occupants adjacent to or in the vicinity of the work.

1.23 COOPERATION WITH OTHER WORK FORCES

- A. Other Contractors, other utilities and public agencies or their Contractors, other District Contractors, and District personnel may be working in the vicinity during the project construction period.
- B. There may be some interference between these activities and the work under this Specification. The Contractor shall cooperate and coordinate their work with that of other work forces to assure timely contract completion.
- C. Coordinate all activities in and around repair locations.
- D. Any costs for providing cooperation with other work forces shall be considered as included in the proposal price for the various contract items of work and no separate payment will be made therefor.

1.24 PRECONSTRUCTION CONFERENCE

- A. A preconstruction conference is not required but may be requested by the Contractor.

## 1.25 MATERIAL AND WORKMANSHIP

### A. Omissions from the Plans and Specifications:

Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that the Contractor shall provide and install such materials as necessary for a complete and functional facility at no additional cost to the District. All work shall be done and workmanship completed consistent with the quality of work standard for the industry for commercial work, notwithstanding any omission from the specifications or the drawings. It shall be the duty of the Contractor to call attention to apparent errors and omissions and request instructions before proceeding with the work. The Manager may, by appropriate instructions, correct errors and omissions, which instructions shall be as binding upon the Contractor as though contained in the original specifications or drawings.

### B. Compliance with Jurisdictional Agency Requirements:

All work performed under this Specification may be inspected as provided in Paragraph 1.09. All work performed within city or county streets or State of California freeway rights of way shall meet the requirements of the agency having jurisdiction. All materials furnished and all work done must be satisfactory to the Manager. Work, material, or equipment not in accordance with the contract documents shall be made to conform thereto. Unsatisfactory material and equipment will be rejected, and if so ordered by the Manager, shall, at the Contractor's expense, be immediately removed from the vicinity of the work.

## 1.26 SATURDAY, SUNDAY, AND HOLIDAY WORK

Without the written consent of the Manager, no installation or construction work shall be done on Saturdays, Sundays, or holidays. Holidays are defined as District holidays which are listed in Document 00800, Paragraph 1.04.

## 1.27 COOPERATION

The District reserves the right to perform other work at or near the site at any time by the use of its own forces or other contractors. The Contractor shall coordinate their work and cooperate with District forces and other contractors to the end that any delay or hindrance to their work will be avoided.

## 1.28 AGREEMENTS WITH ADJACENT PROPERTY OWNERS

Agreements with property owners for spoiling excavated material, storing materials, or other purpose related to the work shall be made in writing and a copy submitted to the Manager for their information.

## 1.29 EMERGENCY WORK

### A. During Working Hours:

In case of an emergency which threatens loss or injury of property, and/or safety of life during working hours, the Contractor shall act, without previous instructions from the District, as the situation may warrant. The Contractor shall notify the Manager of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantial documents in regard to expense, shall be submitted to the Manager within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as extra work.

B. Outside Working Hours:

Whenever in the opinion of the District there shall arise outside of the regular working hours on the contract work, an emergency involving utility services to the public or danger to public safety, the District's forces may choose to handle such emergency work. If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from their payment as provided in the contract documents. The performance of emergency work by District forces will not relieve the Contractor of any of his responsibilities, obligations, or liabilities under the contract.

1.30 CONFLICTS AMONG DRAWINGS, SPECIFICATIONS, AND/OR STANDARDS

In case of conflict among contract documents, the document of highest precedence shall prevail. The descending order of precedence shall be:

1. Permits and Agreements with Other Agencies
2. Contract Requirements
3. Project Drawings

1.31 FIRE PROTECTION

- A. The Contractor shall provide access to all fire hydrants located along the line of its work. Such access shall meet the approval of the District, and should it be necessary to close a portion of a street for a limited time, such street shall not be closed until the Contractor has the approval of the City of Half Moon Bay or other agency having jurisdiction.

1.32 ORDER OF WORK

- A. When required by specifications or plans, the Contractor shall follow the sequence of operations as set forth therein.
- B. Full compensation for conforming to such requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

1.33 DIFFERING SITE CONDITIONS

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:
1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  2. Subsurface or latent physical conditions at the site differing from those indicated.
  3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- B. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in

the Contractor's cost of, or the time required for, performance of any part of the work, the District shall issue a change order under the procedures described in the contract.

- C. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### 1.34 PROCEDURES FOR FILING AND RESOLVING CLAIMS

Any claim arising under this contract which the Contractor wishes to assert against the District shall be governed by California Public Contract Code Section 9204. Claims which do not exceed three hundred seventy-five thousand dollars (**\$375,000**) are also subject to the provisions of Article 1.5 of the California Public Contract Code (commencing with Section 20104). Pursuant to California Public Contracts Code Section 9204, claims shall be resolved as follows:

- (1)
  - (a) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
  - (b) The claimant shall furnish reasonable documentation to support the claim, pursuant to Document 00 7200 (General Conditions), Article 12.
  - (c) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
  - (d) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2)
  - (a) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
  - (b) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the

associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(c) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(d) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(e) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.



### 1.35 PROCEDURES FOR CIVIL ACTIONS FILED TO RESOLVE CLAIMS

- A. The following procedures are established for all civil actions filed to resolve claims subject to this article in accordance with the State of California, Public Contract Code, Section 20104.4.
1. Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
  2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1142.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules and pertaining to judicial arbitration.
  3. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (a) arbitrators shall, when possible, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

### 1.36 PERMITS AND LICENSES

- A. The Contractor shall secure and pay for, as necessary for proper execution and completion of work:
1. All permits, including CAL/OSHA excavation permit.
  4. Government fees.
  5. Licenses.
  6. Certifications.
  7. Business License from the City of Half Moon Bay (if required).
  8. Building, Plumbing, and Electrical Permits from the City of Half Moon Bay and/or agencies having jurisdiction.
- B. Give required notices as required by the permits prior to work.
- C. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.
- D. Provide copies of all permits to the Manager prior to work.

### 1.37 EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of the District that all qualified persons shall be afforded equal opportunities of employment on any public works contract entered into with the District. To prohibit discrimination because of race, color, religion, sex or national origin, all proposers shall be prepared to demonstrate that they and their subcontractors have undertaken a continuing program to promote the full realization of equal employment opportunities.

#### 1.38 OWNER'S RIGHT TO CORRECT DEFICIENCIES

If the Contractor should neglect to prosecute the work properly in accordance with the contract documents, the owner, after 10 consecutive calendar days following written notice to the contractor and their surety may, without prejudice to any other remedy the owner may have, and without declaring the contract in default or terminating the contract, correct such deficiencies in work intended to become a permanent part of the project, and may deduct the cost thereof from the payment then or thereafter due the Contractor or the entire cost thereof shall be paid by the Contractor or the Contractor's surety. The owner reserves the right to take over work in the event of an emergency.

**\* END OF DOCUMENT \***

**COASTSIDE FIRE PROTECTION DISTRICT**  
**FIRE STATION NO. 40 NEW FENCING PROJECT**

**PAYROLL CERTIFICATION FORM**

I, \_\_\_\_\_, the undersigned, am \_\_\_\_\_,  
(Name – Please Print)

with the authority to act for \_\_\_\_\_  
(Position in Business)

for and on behalf of \_\_\_\_\_  
(Name of Business and/or Contractor)

do hereby certify under penalty of perjury that the payroll records or copies thereof hereby submitted, consisting of \_\_\_\_\_ (Description, # of \_\_\_\_\_, are the originals, or true, full, and Pages) correct copies of the originals, which correctly depict the craft or type of work performed, hours and days worked, prevailing wage rates, and disbursements, by cash, check or other form, to the individual or individuals named.

DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

**DOCUMENT 01025**

**MEASUREMENT AND PAYMENT**

**PART 1--GENERAL**

**1.01 DESCRIPTION**

The Project was bid, and shall be paid, on a lump sum basis, as set forth in Document 00 4115, Schedule of Bid Prices. Contractor may make a single lump sum payment request upon Final Completion of the Work, or at its discretion may request progress payments once each month after the Notice to Proceed, pursuant to 3.01, below. Notwithstanding the foregoing, the Contractor not shall submit, and Owner will not be obligated to pay, payment requests in excess of 75% of the total Contract amount until the Work has reached Final Completion and Owner has accepted the Work.

**1.02 SCHEDULE OF COSTS FOR LUMP-SUM PAYMENT**

N/A

**1.03 (NOT USED)**

**1.04 (NOT USED)**

**1.05 PARTIAL PAYMENT FOR STORED MATERIALS**

1. The Contractor shall receive no additional compensation for materials stored on site.

**PART 2--(NOT USED)**

**PART 3--EXECUTION**

**3.01 PROGRESS PAYMENTS**

- A. Within 5 days after the cutoff date, the Contractor shall make and submit to the Manager an approximate measurement of all materials supplied and work performed up to the established cutoff date for the purpose of making a progress payment. The progress payment cutoff date shall be the monthly anniversary of the date of the Notice to Proceed.
- B. The Contractor will itemize and estimate the value of materials supplied and work performed, including any agreed-upon extra work. Payment will be based on the actual amount of work performed as measured in the field. The Contractor's estimate of work performed shall be subject to adjustment by the Manager.

**3.02 FINAL PAYMENT AND RETENTION**

Upon Final Acceptance of the work, Owner shall execute and cause a Notice of Completion to be sent to Contractor and recorded with the San Mateo County Recorder. Owner shall release Final Payment (including any withheld retentions) 35 days after the recording of the Notice of Completion or as soon as the Application for Final Payment is made, whichever is later.

**\* END OF DOCUMENT \***

## DOCUMENT 01500

### CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

#### PART 1--GENERAL

##### 1.01 DESCRIPTION

Work included: Provide temporary construction facilities, utilities and controls needed for the work.

#### PART 2--(NOT USED)

#### PART 3--EXECUTION

##### 3.01 TEMPORARY UTILITIES

- A. The Contractor shall provide and pay for all necessary temporary water, telephones, fuel, power, and sanitary accommodations.
- B. The temporary facilities to be provided by the Contractor as described above shall conform to all requirements with regard to operation, safety, and fire hazards of state and local authorities and of underwriters.
- C. Site and facilities shall be returned to their original "as-found" condition or as otherwise specified, at the completion of the project.

##### 3.02 SOUND CONTROL

- A. Comply with all local sound control and noise level rules, regulations and ordinances, which apply to any work performed pursuant to the contract.
- B. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.
- C. The maximum noise level shall be 85 dBA or as required by local ordinance.

##### 3.03 DUST AND LITTER CONTROL

- A. Maintain dust control within the site and provide adequate measures to prevent a dust problem for neighbors.
- B. All trucks shall be loaded in a manner which will prevent dropping of materials or debris on streets. The loads shall be trimmed and all material shall be removed from shelf areas of vehicles to prevent spillage. Take precautions when necessary to avoid creating dust and littering by watering the load after trimming.
- C. Keep the job site in a neat and sanitary condition during the progress of the work. Dispose of refuse as often as directed or as may be necessary so that at no time shall there be any unsightly accumulation of rubbish.

### 3.04 DRAINAGE

The Contractor shall be responsible for caring for the drainage on the entire work area and the disposal of such drainage from commencement of work until contract completion. Special care shall be exercised to prevent erosion in disturbed earth areas and silt or eroded materials shall not be introduced into any storm drain system or water course.

### 3.05 CONSTRUCTION WATER

- A. The Contractor shall provide and maintain all necessary equipment and facilities for conveying water to places where it will be used and for changing the pressure if required. The Contractor shall plan and perform the work in a manner, which will minimize the use of water.
- B. The Contractor shall furnish, at its expense, all water required for the completion of the work. Water is available to the Contractor at the nearest hydrant provided the Contractor has made arrangements to obtain a temporary water meter. The Contractor shall pay for all necessary rental and deposit fees required for temporary meter. The temporary hydrant meter application is attached at the end of this section.

### 3.06 SECURITY OF SITE

- A. Security of the immediate work site shall be the Contractor's responsibility from commencement of work until completion of contract.
- B. The Contractor shall provide and maintain such fences, barricades, signs, and warning lights as may be required to provide safety against accidents.

### 3.07 RIGHTS IN LAND AND IMPROVEMENTS

- A. Nothing in these specifications shall be construed as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the contract for any purpose whatsoever.
- B. The Contractor shall not occupy District-owned property outside of the work area identified unless it enters into a rental agreement with the District.

### 3.08 FIELD OFFICE AND LAYDOWN AREAS

The Contractor shall procure additional space for laydown of materials, spoils and equipment at Contractor's own expense. Location of such additional space shall be subject to approval of the District.

### 3.09 EXISTING UTILITIES LOCATION - U.S.A.

The Underground Service Alert (U.S.A.) network is a clearinghouse for notifying all local utility agencies to mark the locations of underground systems in construction areas. Prior to grading and excavation activities by the Contractor, it shall contact U.S.A. by calling 1-800-227-2600 with ample advance time to allow the utility companies to respond. Contacting U.S.A. does not relieve the Contractor from their responsibility to determine location and depth of buried utilities, to protect such utilities, or to repair buried utilities damaged by their operations.

\* END OF SECTION \*

**DOCUMENT 00 5505**

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_, 202\_

To: \_\_\_\_\_  
(Contractor)

Address: \_\_\_\_\_  
\_\_\_\_\_

AGREEMENT FOR: **COASTSIDE FIRE PROTECTION DISTRICT  
FIRE STATION NO. 40 NEW FENCING PROJECT  
1191 MAIN STREET, HALF MOON BAY, CA 94019**

You are notified that the Contract Time under the above Agreement will commence to run on \_\_\_\_\_ [202\_]. On that date, you are to start performing your obligations with respect to Work at the Site under the Agreement. In accordance with Document 00 5205 (Construction Services Agreement), the date of Final Completion for the entire Work are \_\_\_\_\_, [202\_] and \_\_\_\_\_, [202\_], respectively.

**Before you may start any Work at the Site, you must:**

1. Submit certified Safety Program and related information
2. Submit copies of applicable permits
3. Submit a project schedule

**OWNER: COASTSIDE FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**END OF DOCUMENT**