



CUPCCA

PROJECT & INFORMAL BID DESCRIPTION

ASPHALT REPLACEMENT AT FRESNO COUNTY FIRE  
PROTECTION DISTRICT

STATION 94

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-Form Public Agreement Attached

## **Introduction**

The Fresno County Fire Protection District (District) is seeking bids for qualified contractors to provide Asphalt Replacement at Fire Station 94, located at 2412 W. Dorris Ave Coalinga CA, 93210-9752. The District request bids from individuals and companies whose combination of experience and expertise will provide timely, cost-effective and quality professional service.

## **Requirements**

- The bidder must have pre-registered with the District as pre-qualified contractors under the Uniform Public Construction Cost Accounting Act (Pub. Contract Code § 22000 *et seq.*) with asphalt paving replacement expertise
- The successful bidder shall provide proof of insurance as required in the District's Public Project Agreement attached to this document
- As a "Public Works" project and pursuant to Section 1773 of the Labor Code, the general prevailing wage rates for Fresno County shall apply to this contract as determined by the Director of the California Department of Industrial Relations
- The successful bidder shall be required to execute the District's Public Project Agreement

## **Scope of Work**

The District is seeking a professional General Engineering firm (Contractor) to complete the asphalt replacement at the Fresno County Fire Station 94 located at 2412 W Dorris Ave Coalinga Ca 93210-9752.

Contractor will perform the following:

- Traffic Control
- Job Site Management
- Prepare and Implement Water Pollution Control Program (WPCP)
- Removal and disposal of existing asphalt
- Grading and drainage as needed, replace asphalt hot mix asphalt (Type A ¾" grading) PG 64-10 must meet performance criteria at an average 7-day maximum pavement temperature of 64°C and also at a minimum pavement temperature of -10°C
- Tack coat, Parking lot striping, Finishing Roadway
- Return work site to finished condition once installation is completed

## **Summary of Requirements**

The Contractor shall furnish all labor, materials, tools, and equipment necessary to complete the scope of work. All products used by the Contractor shall comply with all laws and regulations, codes and industry standards for the products' intended uses and shall be used in accordance with manufacturer recommendations.

The Contractor will be responsible for the protection of all items and surfaces not scheduled to be worked on, and these area must be kept clean throughout the project. These areas include, but are not limited to window, walkways, doors, benches, vehicles, and plant, and tree material.

The Contractor shall be responsible for repairing, at the Contractor's expense, any damage that result from the work.

All work performed, method and equipment used shall be in conformance with the prevailing State and Federal Occupational Safety and Health Act. Cost from delays and losses due to operations not in conformance to these acts, specifications, or stoppages by OSHA inspectors or the designated representative because of non-conformance shall be solely borne by the Contractor.

The Contractor shall be solely responsible for the protection and safety of the public and use appropriate means to ensure that the District's employees and the public are safe during the project.

The Contractor shall fully guarantee all work, materials and parts furnished and installed for one full year after completion. Defects shall be replaced or repaired at the Contractor's expense.

The fire station is open 24/7 and all work is to be performed in a way that emergency vehicle movement is not disturbed and impact to business traffic is minimized. Close coordination with the District's project lead will be required to plan for alternative apparatus placement and/or traffic flow during the worked preformed.

The Contractor shall be responsible for site clean-up daily after work has been performed and upon completion of the project. Removal of all debris associated with the project at the site shall be in accordance with any local, state and federal regulations. All clean-up performed shall ensure the property is presentable and fully clean before the work is completed. All ladders and stacked tools and equipment stored properly each evening in an evening in and acceptable safe location determined by the on-duty Battalion Chief.

### **Onsite Visit**

An onsite visit is tentatively scheduled for Wednesday February 21<sup>st</sup>, 2024, with Assistant Chief Jeremiah Wittwer or designee. The visit will start at 10:00AM at 2412 W. Dorris Ave Coalinga CA, 93210-9752. All bidders are required to RSVP to Louisa Alonzo via email prior to attending at [louisa.alonzo@fire.ca.gov](mailto:louisa.alonzo@fire.ca.gov).

### **Bid Instructions**

Interested individuals or firms must submit bids to the Fresno County Fire Protection District, Attention Louisa Alonzo at [louisa.alonzo@fire.ca.gov](mailto:louisa.alonzo@fire.ca.gov)

To be considered responsive, bids shall contain the following information:

- Company Information
  - Company Legal Name
  - CA License Number(s)
  - DIR Registration Number
  - Proof of Insurance
  - Proof of Bond
  - Subcontractors List
  - Address
  - Phone Number
  - Email Address
- Description of experience with asphalt, including recent jobs completed
- Lump sum, not-to-exceed bid price to complete all required work
- Proposed project schedule (including start date and days to complete work)
- Poof of required insurance (see attached Public Project Agreement)

### **Evaluation Process**

District staff shall determine the lowest responsive bid from a responsible, qualified bidder (to be determined based on work experience). District 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 work. Owner may reject any and all bids and waive any minor irregularities in bids. Final approval of any selected firm is subject to award by the District, which may choose not to award for any reason.

### **Questions**

Questions regarding this bid shall be submitted in writing via email to Louisa Alonzo at [louisa.alonzo@fire.ca.gov](mailto:louisa.alonzo@fire.ca.gov) Verbal questions will NOT be accepted.

Answers to questions shall be provided in writing after the onsite visit and shall be provided to all prospective bidders attending the onsite visit.

### **Timeframe**

The timeframe for this process is as follows:

- Monday, February 12<sup>th</sup> -Notice inviting bids sent out by District
- Friday, March 1<sup>st</sup> - Last date to submit questions to the District
- Thursday March 7<sup>th</sup> - Last date to submit a bid/bid opening (3:00PM)
- Friday, March 22<sup>nd</sup>- Bid evaluation result provided by District for Award of Contract

### **Public Records**

All information included in this document the bids to submitted to the District is subject to disclosure per the California Public Records Act

### **Disclaimer**

THIS IS A REQUEST FOR BIDS ONLY. It is intended to identify potential independent contractors who can provide Asphalt Replacement at Fresno County Fire Protection District Fire Station 94 located at 2412 W. Dorris Ave Coalinga CA, 93210-9752. The information provided in this document is subject to change and is not binding on the District. The District has not made a commitment to procure any of the items discussed or to award a contract at the conclusion of the bid process. All costs of preparing and submitting a bid shall be borne by bidder and shall not be reimbursed. All bids and supporting information submitted become District property and will not be returned.

### **Form Agreement**

The contract to be awarded shall be in the form of the Public Project Agreement attached on the following pages. The provisions of this document will be incorporated in the awarded contract. By submitting a bid, the bidder agrees that upon award it will execute the Public Project Agreement when provided by the District and to be bound by its provisions. A bidder who takes exception to any provision of the attached form Public Project Agreement must indicate in the bid the provisions to which they object and reasons for the objection. No alterations to the form Public Project Agreement shall be made prior to execution of the Agreement by the successful bidder, unless it is in response to an objection raised in the bid.

PUBLIC PROJECT AGREEMENT

FOR

ASPHALT REPLACEMENT AT FRESNO COUNTY FIRE PROTECTION DISTRICT FIRE STATION 94

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, (2024), by and between the Fresno County Fire Protection District hereinafter called "DISTRICT" and \_\_\_\_\_ hereinafter called "CONTRACTOR".

RECITALS

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

- A. That DISTRICT desires to engage CONTRACTOR to perform work on a public works project;
- B. That CONTRACTOR is qualified to provide such services to the DISTRICT and;
- C. That the DISTRICT has elected to engage the services of CONTRACTOR upon the terms and conditions as hereinafter set forth.

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

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

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

Exhibit A.

2. Term; Termination.

(a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONTRACTOR.

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

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

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum \_\_\_\_\_ (\$\_\_\_\_\_) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs by amendment to this Agreement.

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

4. Additional Services. In the event DISTRICT desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized by amendment in advance of the performance. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.

5. Records. CONTRACTOR shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONTRACTOR hereunder. Said records shall be available to DISTRICT for review and copying during regular business hours at CONTRACTOR's place of business or as otherwise agreed upon by the parties.

6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.

7. Reliance on Professional Skill of CONTRACTOR. CONTRACTOR represents that it has the necessary professional skills to perform the services required and the DISTRICT shall rely on such skills of the CONTRACTOR to do and perform the work. In performing services hereunder CONTRACTOR shall adhere to the standards generally prevailing for the performance of services similar to those to be performed by CONTRACTOR hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to DISTRICT, become the property of DISTRICT.

9. Relationship of Parties. It is understood that the relationship of CONTRACTOR to the DISTRICT is that of an independent contractor and all persons working for or under the direction of CONTRACTOR are its agents or employees and not agents or employees of the DISTRICT.

10. Schedule. CONTRACTOR shall adhere to the schedule set forth in Exhibit A; provided, that DISTRICT shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONTRACTOR's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONTRACTOR's officers or employees.

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



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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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, the DISTRICT at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.

13. WORKERS' COMPENSATION. CONTRACTOR certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONTRACTOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.

14. PREVAILING WAGES. The services to be performed include public works within the meaning of Labor Code Sections 1720 through 1861, and CONTRACTOR must comply with state laws pertaining to prevailing wage and labor requirements, as more fully described in Exhibit E attached hereto and incorporated in this Agreement by reference.

15. NON-DISCRIMINATION. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.

16. Notice. All notices required by this Agreement shall be given to the DISTRICT and CONTRACTOR in writing, by first class mail, postage prepaid, addressed as follows:

DISTRICT: Fresno County Fire Protection District  
210 S. Academy Sanger CA 93657  
Attention: Louisa Alonzo

CONTRACTOR: \_\_\_\_\_  
(Fill in CONTRACTOR Name, Address, Phone Number  
and Project Manager for CONTRACTOR)

17. Non-Assignment. This Agreement is not assignable either in whole or in part.

18. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.

19. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

20. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of Fresno, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.

21. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

22. Payment Bond. Pursuant to Civil Code section 9550, if the not-to-exceed compensation to be paid to CONTRACTOR under Section 3, above, is in excess of \$25,000, CONTRACTOR shall submit a payment bond acceptable to DISTRICT prior to the commencement of work.

23. Entire Agreement. This Agreement, including Exhibits A, B C, D, E, and F, comprises the entire Agreement.

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

FRESNO COUNTY FIRE PROTECTION DISTRICT

Dated: \_\_\_\_\_  
(Title): \_\_\_\_\_

Dated: \_\_\_\_\_  
District Legal Counsel

CONTRACTOR

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

Type Name & Title of CONTRACTOR Authorized to Sign

**EXHIBIT A**

**SCOPE OF WORK AND SCHEDULED FOR**

Asphalt Replacement Service at Fresno County Fire Protection District Fire Station 94

**EXHIBIT B**

**CONTRACTOR'S FEE SCHEDULE**

**EXHIBIT C**

**INSURANCE FORMS, & SUBCONTRACTORS LIST**

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

**ATTACHED**

1. Insurance Coverage Form
2. Subcontractor List

**SUBCONTRACTORS LIST**

The Subcontractors List must include the names of all subcontractors of those subcontractors who will perform any portion of Work, including labor, rendering of service of specially fabricating and installing a portion of the Work or improvement according to detailed drawings contain in the plan specification 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 CA License No.</b>	<b>DIR Registration Number</b>



EXHIBIT D

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

Named Insured: \_\_\_\_\_ Effective Date(s): \_\_\_\_\_

Description of Work/Location/Vehicles: \_\_\_\_\_

**ADDITIONAL INSURED: FRESNO COUNTY FIRE PROTECTION DISTRICT (DISTRICT) 210 S. ACADEMY**

**SANGER CA 93657 ATTENTION:** \_\_\_\_\_

**Contractor Administrator**

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

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

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

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

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

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

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

**SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

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

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

TELEPHONE: ( ) \_\_\_\_\_ DATE ISSUED: \_\_\_\_\_

## EXHIBIT E

### LABOR CODE REQUIREMENTS FOR PUBLIC WORKS PROJECTS

1. **Public Works Project/ Prevailing Wage.** The work to be performed under this Agreement is for “Public Works” within the meaning of Labor Code Sections 1720 to 1861. CONTRACTOR must therefore comply with state prevailing wage and labor law (California Labor Code Sections 1720 to 1780, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000) for work performed under this Agreement. CONTRACTOR’s obligations under prevailing wage and labor compliance laws include, among other things, to: pay at least the applicable prevailing wage and travel and subsistence payments for public works activities performed under this Agreement; comply with overtime and working hour requirements; comply with apprenticeship obligations; comply with payroll recordkeeping requirements; and comply with other obligations as required by law. Copies of the applicable prevailing wage rates are on file with the DISTRICT’s Project Manager and shall be made available to any interested party upon request. CONTRACTOR shall ensure that the above requirements are included in all its contracts and any lower tier subcontracts for activities for the Project.
2. **Registration with Department of Industrial Relations.** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR must be registered with the Department of Industrial Relations under Labor Code section 1725.5 when bidding and throughout performance of this agreement.
3. **Wage Rates.**
  - 3(A). It shall be mandatory upon CONTRACTOR and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that CONTRACTOR shall, as a penalty to DISTRICT, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Agreement by CONTRACTOR or by any subcontractor; and CONTRACTOR agrees to comply with all provisions of Section 1775 of the Labor Code.
  - 3(B). The DISTRICT will not recognize any claim for additional compensation because of the payment by the CONTRACTOR of any wage rate in excess of the prevailing wage rate set forth in the Agreement. The possibility of wage increases is one of the elements to be considered by the CONTRACTOR in determining its bid and will not under any circumstances be considered as the basis of a claim against the DISTRICT on the Agreement.
4. **Payroll Records.** The CONTRACTOR and each subcontractor must comply with Labor Code Section 1776 and all requirements of contractors stated therein for the maintenance, inspection and certification of payroll records. The CONTRACTOR and each subcontractor who fails to timely furnish payroll records or make the records available for inspection will forfeit to the DISTRICT the penalty for non-compliance set forth in Labor Code Section 1776 for their respective failure.
5. **Discrimination.** The CONTRACTOR and each subcontractor must comply with the anti-discrimination requirements of Labor Code Section 1777.6.

## EXHIBIT F

### **A. Required Provisions On Contract Claim Resolution**

Any claim arising under this contract which the CONTRACTOR wishes to assert against the DISTRICT ("public entity") 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) 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.
- (c) 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 of the California Code Public Contract Code 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.

#### **B. Compliance With Americans With Disabilities Act**

1. CONTRACTOR acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be accessible to the disabled public. CONTRACTOR shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. CONTRACTOR agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of CONTRACTOR, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

#### **C. Compliance With IRCA**

1. CONTRACTOR acknowledges that CONTRACTOR, and all subcontractors hired by CONTRACTOR to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (IRCA). CONTRACTOR is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by CONTRACTOR to perform services under this Agreement are in compliance with the IRCA. In addition, CONTRACTOR agrees to indemnify, defend and hold harmless Owner, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that CONTRACTOR's employees, or employees of any subcontractor hired by CONTRACTOR, are not authorized to work in the United States for CONTRACTOR or its subcontractor and/or any other claims based upon alleged IRCA violations committed by CONTRACTOR or CONTRACTOR's subcontractors.