



EAST CONTRA COSTA FIRE PROTECTION DISTRICT

NOTICE INVITING INFORMAL BIDS

NOTICE IS HEREBY GIVEN THAT sealed bids will be received by Regina Rubier, Business Services Manager, of the East Contra Costa Fire Protection District (hereinafter "District") at 150 City Park Way Brentwood CA 94513, until **December 14, 2018 at 12:00 Noon**, at which time bids will be publicly opened for the following project:

INVITATION FOR BIDS (IFB)

Provision of Interior and Exterior Painting Services

The East Contra Costa Fire Protection District ("ECCFPD" or "District") requests bids from individuals or firms with extensive experience in providing interior and exterior painting services for public entities. The desired services are described in the SCOPE OF SERVICES.

Bidders and their proposed subcontractors shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents. The Contractor will also be required to ensure that all subcontractors working on the project are holding valid licenses suitable for their trade.

The District intends to award a two-year Contract to the lowest responsive, responsible Bidder, to be determined on the basis of the estimated annual cost. The District reserves the right to reject any and all bids or to waive any irregularities or informalities in any bid or in the bidding procedure. The District specifically reserves the right to not award after the opening of bids.

Bids will be examined and reported to the Board of Directors of the District within ninety (90) days of the bid opening. Except as permitted by applicable law, no Bidder may withdraw its bid for a period of ninety (90) days after the date of bid opening. Each Bidder will be notified of any award of the Contract by the District.

This project includes public works as defined by California Labor Code section 1720. The successful Bidder shall be responsible for the payment of prevailing wage rates, the training of apprentices and compliance with other related requirements. Prevailing wage requirements and instructions are detailed in Exhibit A to the Sample Public Works Contract.

Contractors and subcontractors must be registered with the Department of Industrial Relations (DIR) at the time of bid, or else the bid may be rejected as non-responsive. (See

ECCFPD IFB

Provision of Interior and Exterior Painting Services for Station 52

Labor Code sections 1725.5 and 1771.1.) Each bidder must submit proof of contractor registration with DIR (e.g. a hard copy of the relevant page of the DIR's database found at: <https://efiling.dir.ca.gov/PWCR/Search>). This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4.

The successful Bidder shall furnish a Payment Bond in amounts equal to one hundred percent (100%) of the total price of the Contract. Pursuant to Public Contract Code Section 22300, the successful Bidder may submit certain securities in lieu of the District withholding funds from progress payments (retention) during the Project.

Bidders bidding as the prime contractor shall possess a valid State of California Class C-33 license.

All requests for clarifications, questions, or other communications about this IFB must be made in writing via e-mail, or U.S. Mail, for receipt no later than **12 Noon (Pacific Time) on December 14, 2018**. Address all communications to the person listed below. To ensure that requests for clarifications and questions are received and answered in a timely manner, e-mail correspondence is preferred. Responses will be summarized and posted at <https://www.eccfpd.org/doing-business-with-eccfpd> without identifying the original source of the question.

Firms should rely only on written statements issued by:

Regina Rubier, Business Services Manager
East Contra Costa Fire Protection District
150 City Park Way Street, Brentwood, CA 94513
Phone: (925) 634-3400; Email: rrubier@eccfpd.org

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INSTRUCTIONS TO BIDDERS

I. DISTRICT BACKGROUND

The District is located in the far East San Francisco Bay Area region, servicing the easterly portion of Contra Costa County, California. ECCFPD was formed in 2002 through the consolidation of three separate Fire Districts. The District serves a population of approximately 115,000 residents within the Cities of Brentwood and Oakley and the unincorporated communities of Discovery Bay, Byron, Bethel Island, Knightsen and Marsh Creek/Morgan Territory. ECCFPD service boundaries cover approximately 250 square miles of suburban and rural environment including Delta waterways. Staffing consists of a Fire Chief, three administrative personnel and 31 fire-suppression personnel (including three Battalion Chiefs). The District responds to approximately 7,000 calls annually, providing fire suppression, and medical and fire emergency response services. Advanced life support and paramedic services are provided within the District by American Medical Response under a regional ambulance contract. Current District resources include 3 active fire stations, a Cal Fire station (funded by the District during non-fire season) and various fire-fighting apparatus. The District is led by a nine-member appointed Board of Directors. The District will transition to having an elected Board of Directors in November 2018.

II. IFB PROCESS

A. **IFB Schedule:** The IFB schedule will be as follows:

IFB Issued	November 26, 2018
Deadline For Submitting Written Questions	November 30, 2018, 5 p.m. (Pacific Time)
Posting of Clarifications and Responses to Questions	December 7, 2018, 5 p.m. (Pacific Time)
Deadline for Receipt of Bids	December 14, 2018, 12 Noon (Pacific Time)
Finance Committee Consideration of Board of Directors Approval/Contract Award	December 17, 2018
Board of Directors Approval/Contract Award	January 9, 2019

The IFB schedule is subject to revisions by the District in its sole discretion.

B. **Contact Information; Requests for Clarifications**

All requests for clarifications, questions, or other communications about this IFB must be made in writing via e-mail, or U.S. Mail, for receipt no later than **5:00 p.m. (Pacific Time) on December 7, 2018**. Address all communications to the person listed below. To ensure that requests for clarifications and questions are received and answered in a timely manner, e-mail correspondence is preferred.

Responses will be summarized and posted at <https://www.eccfpd.org/doing-business-with-eccfpd> without identifying the original source of the question.

Firms should rely only on written statements issued by:

Regina Rubier, Business Services Manager
East Contra Costa Fire Protection District
150 City Park Way Street, Brentwood, CA 94513
Phone: (925) 634-3400; Email: rrubier@eccfpd.org

C. Bid Submission Instructions

One original and four (4) additional printed copies of Bids are due no later than **12 Noon. (Pacific Time) on December 14, 2018** to:

Regina Rubier, Business Services Manager
East Contra Costa Fire Protection District
150 City Park Way
Brentwood CA 94513

The District will not pay for any costs incurred in preparation and submission of Bids or in anticipation of a contract.

Bids shall be made only on the bid forms, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, bid due date, and bid title. Bids shall be written in ink, computer generated, or typewritten. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected, altered, or signed after bids are opened.

Any bids received after the scheduled time of opening will be rejected and returned unopened to the bidder.

D. Award or Rejection

The contract, if any, will be awarded to the lowest responsible bidder based on the Estimated Cost. ECCFPD, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. ECCFPD further reserves the right to reject all bids, with or without seeking new bids, and to cancel this IFB in whole or in part, if in the best interest of the District.

The Fire Chief and/or Finance Committee will make a recommendation for award of contract to the ECCFPD Board of Directors. All firms that submitted bids will be notified of the recommended action in writing.

E. Form of Agreement

ECCFPD utilizes standard contract provisions for all public works agreements. Submission of a bid constitutes acceptance of the agreement format and provisions as included in the Sample Public Works Contract.

F. Confidentiality

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications or any other written communication between the ECCFPD and Contractor shall be available to the public.

If Contractor believes any communication contains trade secrets or other proprietary information that the Contractor believes would cause substantial injury to the Contractor's competitive position if disclosed, the Contractor shall request that the ECCFPD withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. By submitting a bid with portions marked "confidential," a Contractor represents it has determined such portions qualify for exemption from disclosure under the California Public Records Act. Contractor may not designate its entire bid nor its budget submittals as confidential.

If Contractor requests that the ECCFPD withhold from disclosure information identified as confidential, and the ECCFPD complies with the Contractor's request, Contractor shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the ECCFPD from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Contractor information), and pay any and all cost and expenses related to the withholding of Contractor information. Contractor shall not make a claim, sue or maintain any legal action against the ECCFPD or its directors, officers, employees or agents concerning the withholding from disclosure of Contractor information.

If Contractor does not request that the ECCFPD withhold from disclosure information identified as confidential, the ECCFPD will have no obligation to withhold the information from disclosure and may release the information sought without any liability to the ECCFPD.

III. Minimum Qualifications and Requirements

To be considered for full evaluation and possible award, bidders MUST meet the following minimum qualification requirements, as demonstrated through the Bidder's Statement of Qualifications:

- A. Have completed at least two years of successful provision of interior and exterior painting services for public agencies.
- B. Possess experience and staffing commensurate with the provision of interior and exterior painting services for public agencies (experience for governmental, municipal, secondary or post-secondary educational operations) and all that this entails in terms of operation of machinery, management of all required staff, and all other requirements.
- C. Demonstrate a clear understanding of the Work to be performed.

- D. Have the ability to undertake a contract of the size indicated, demonstrated by the availability of appropriate staff, financial strength and stability, and organizational structure of the firm.

BID FORMS

Bid Forms shall be completed in accordance with the directions herein and the directions indicated in "Notice Inviting Bids" and "Instructions to Bidders."

Each of the following Bid Forms must be completed as part of each Bidder's bid and shall be submitted before the specified time and date of the Bid Opening as identified in "Notice Inviting Bids" of the Contract Documents.

- BID LETTER (including acknowledgement of receipt of Addenda)
- BIDDER'S STATEMENT OF QUALIFICATIONS (including DIR Proof of Registration and photographs from three sample projects)
- SCOPE OF SERVICE
- BID QUOTE FORM

BID LETTER

Pursuant to the Notice Inviting Bids, the undersigned bidder herewith submits a bid on the Bid Forms attached hereto and made a part hereof, and binds itself on award by the East Contra Costa Fire Protection District under this bid to execute a Contract in accordance with its bid and the Contract Documents.

The Notice Inviting Bids, Instructions to Bidders, Sample Public Works Contract, Exhibits to the Sample Public Works Contract, and Addenda, if any, are made part of this bid and all provisions thereof are hereby accepted, and all representations and warranties required thereby are hereby affirmed.

This offer shall be irrevocable for a period of ninety (90) days after the date on which bids are opened.

The undersigned bidder understands that any clarification made to the above or any new and different conditions or information submitted on or with its Bid Forms, other than that requested, may render the bid non-responsive.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation and in submitting this bid, that it has carefully examined the location of the proposed work, the attached proposed form of contract, and the plans, specifications and the other Contract Documents; and agrees if this bid is accepted, that it will contract with the District, on the form of contract included with these specifications, to provide all necessary labor, materials, equipment, machinery, apparatus and other means, and to do all the work specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the District as therein set forth, and that he will accept as full payment therefore set forth in its Bid Quotation form.

The Bid Quote form includes all costs for labor, materials, tools, equipment, services, subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit and all other costs necessary to perform the work in accordance with the Contract Documents.

The undersigned bidder acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

ADDENDA NOs. (If none, state N/A): _____

Name of Bidding Firm: _____

Point of Contact: _____

Business Address: _____

Phone: _____ E-mail: _____

DUNS No.: (If none, state N/A): _____

If **SOLE OWNER**, sign here:

I sign as sole owner of the business named above:

If **PARTNERSHIP**, one or more partners sign here:

The undersigned certify that we are partners in the business named above and that we sign this bid with the full authority to do so:

If **CORPORATION or LLC**, execute here:

Entity Name: _____

Incorporated under the laws of the State of _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

By _____

*Signature of Authorized Official**

By _____

*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

If **JOINT VENTURE**, execute here:

Joint Venture name composed of: _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

*Signature of Authorized Official**

*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

*If bidder is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant

Secretary, Chief Financial Officer or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws). If the Contractor is a limited liability company (LLC), the Agreement must be executed by an officer or member who has the full and proper authorization to bind the LLC. The officer or member must provide evidence satisfactory to the District indicating the individual's authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement.

END OF BID LETTER

BIDDER'S STATEMENT OF QUALIFICATIONS

Name of Bidder: _____

Address of Principal Office: _____

1. Are you an individual ____, a partnership ____, a corporation ____, an LLC ____ or a joint venture ____? (Check as applicable)

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of venturers and if any venturer is a corporation, partnership or joint venture, list the same information for each such corporation, partnership and joint venture.

2. Are you registered as a contractor or subcontractor with the California Department of Industrial Relations? _____
Registration No.: _____ Registration Expiration Date: _____

BIDDER MUST SUBMIT PROOF OF CONTRACTOR REGISTRATION WITH THE DIR IN THE FORM OF A HARD COPY OF THE RELEVANT PAGE OF THE DIR'S DATABASE FOUND AT: <https://efiling.dir.ca.gov/PWCR/Search>

3. How many years has your organization been in business as a Contractor under your present business name: _____

4. How many years of experience has your organization had in interior and exterior painting work for public agencies similar to the work you are interested in bidding?

- (a) As a general contractor? _____
(b) As a subcontractor? _____

5. Show all the projects your organization has completed during at least the last five years in the following tabulation. If your organization has been in existence for less than five years, show all the projects your key personnel have completed during the last five years in the following tabulation. (For joint venture work, show the sponsoring individual or company). *Attach additional sheets if necessary.*

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Year	Type of Work	Value of Work	Location	For Whom
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6. For at least three interior and exterior painting projects described above in response to question number 5, provide sample photographs showing the project sites before and after your services were rendered.

7. Have you or your organization, or any officer or partner thereof, not completed a contract for any reason, including instances when your organization did not complete a contract due to termination or dispute between the parties? _____

If yes, give details. *Attach additional sheets if necessary.*

8. In what other lines of business are you financially interested? *Attach additional sheets if necessary.*

9. Name the persons with whom you have been associated in business as partners or business associates in each of the last five years. *Attach additional sheets if necessary.*

10. Give information below about the relevant experience of the principal individuals of your present organization including those individuals to be in responsible charge of this project. *Attach additional sheets if necessary.*

Individual's Name	Present Position at Office	Years of Construction Experience	Magnitude and Type of Work	In What Capacity
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11. Give information below about all your contract work underway, or for which you are committed. *Attach additional sheets if necessary.*

Type of Work	Location	Value	Percent Complete	Scheduled Completion Date	For Whom Performed
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12. References: Give only engineers, architects, or owners, including public bodies, for whom you have done work. *Attach additional sheets if necessary.*

Name	Address	Type of Business	Phone
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13. References: The following bank or banks can provide references as to the financial responsibility of the Bidder:

- (a) Name of Bank: _____
 Address: _____
 City and State _____ Telephone: _____
 Officer Familiar with Bidder's Account: _____
- (b) Name of Bank: _____
 Address: _____
 City and State _____ Telephone: _____
 Officer Familiar with Bidder's Account: _____
- (c) Name of Bank: _____
 Address: _____
 City and State _____ Telephone: _____
 Officer Familiar with Bidder's Account: _____

14. References: The following surety company or companies can provide references as to the financial responsibility and general reliability of the Bidder:

- (a) Name of Surety Company: _____
 Name of Local Agent (if different): _____
 Local Address: _____
 City and State _____ Telephone: _____
 Person Familiar with Bidder's Account: _____
- (b) Name of Surety Company: _____
 Name of Local Agent (if different): _____

Local Address: _____

City and State _____ Telephone: _____

Person Familiar with Bidder's Account: _____

15. Is your organization involved in any dispute resolution processes, including claims or litigation pending against your organization or initiated by your organization? _____
If so, give details. *Attach additional sheets if necessary.*

The undersigned bidder represents and warrants that the foregoing information is true and accurate to the best of his knowledge and the undersigned intends that the District rely thereof in awarding the attached contract.

Signature of Bidder

Name/Title

Date

END OF BIDDER'S STATEMENT OF QUALIFICATIONS

SCOPE OF SERVICE
INVITATION FOR BID (IFB)
This is an inquiry, not an order.

1. The contractor shall furnish all labor, materials, equipment, supervision, tools to provide interior and exterior painting services for the East Contra Costa Fire Protection District's Station 52. These services must be provided in a competent manner in order to minimize the interruption of the operations of an active and functional fire station performed by personnel, who reside there.
2. The contractor shall remove all hardware, hardware accessories, machined surfaces and similar items in place and not to be painted or provide surface-applied protection prior to surface preparation and painting operations. The reinstallation of the removed items must be performed by workmen skilled in the trades involved following work completion.
3. The contractor shall perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and, as herein specified, for each particular surface condition.
4. The contractor shall not paint over dirt, rust, scale, grease, moisture, scuffed surfaces or conditions otherwise detrimental to the formation of durable paint film. The contractor shall clean surfaces to be painted before applying paint. The contractor shall remove oil and grease prior to mechanical cleaning and shall plan the cleaning and painting so that contaminants from the cleaning process shall not fall onto wet, newly-painted surfaces.
5. The contractor shall ensure that all existing and new surfaces and base coats to receive paint shall be clean, smooth and dry and free from dust or grit at the time any coating is applied. Existing base coats shall be made in good condition and the surfaces well covered by touching up any bare or abraded spots. New or existing base coats shall be rubbed smooth as necessary to allow for proper application of paint.
6. The contractor shall fill all cracks and joints on new and existing surfaces with caulk/sealant according to specifications of the work. Filled surfaces shall be flush with adjoining surfaces.
7. The contractor shall remove loose and peeling paint from all existing surfaces prior to applying new paint. When specified by ECCFPD, the contractor shall sand edges of paint scales left after removing peeling to create a smooth surface.
8. The contractor shall provide high quality painting services. This includes, but is not limited to, completion of projects in a timely fashion once guidelines and time tables are established by the District. Work in progress may be inspected periodically by the District's designated representative to ensure that services provided meet the District's quality standards.
9. The contractor will plan its work with the understanding that the District's normal working hours are 08:00 a.m. to 04:30 p.m. Monday through Friday, except for established holidays observed by the District.
10. The contractor's personnel shall wear uniforms at all times to designate their affiliation with the firm. Uniforms shall consist of long pants and a shirt (either short or long sleeve) with the Firm's name and person's first name designated on the upper portion of the shirt. Uniforms shall remain consistent for proper identification purposes and the contractor's personnel shall wear these uniforms at all times.
11. The contractor shall take proper safety and health precautions to protect, at a minimum, all work, the contractors employees, the public and District property.
12. The work site shall be kept in such an orderly fashion as to not unduly interfere with the progress of the work or the work of any other contractor. Trash/debris shall be collected daily and removed by the contractor.
13. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to any District building, except by proper previous

- arrangement with and in the presence of an authorized representative of the District. The contractor shall give ample advance notice of the need for cutoffs or adjustments, which will be scheduled at the convenience of the District.
14. The contractor may use existing sanitary facilities; electricity and water as directed and approved by the District to the extent of available services. The issue of available utilities will be clarified and understood prior to the submission of the contractor's price quotation.
 15. The District, its agents, any public authority and their representatives will at all times have access to the work, whether it is in preparation or progress stage, and the contractor will provide safe facilities for such access and for inspection. All work and material will be subject to a final inspection by an authorized representative of the District.
 16. Contractor shall mix and prepare painting materials in accordance with manufacturer's printed instructions.
 17. Contractor shall store paint, not in actual use, in tightly covered containers. Storage containers shall be maintained in a clean condition, free of foreign materials and residue.
 18. Contractor shall stir paint before application to produce a mixture of uniform density, and stir as required during application of paint. Contractor shall not stir surface film into paint. Contractor shall remove the film and, if necessary, strain the paint before using.
 19. Contractor shall keep all stored paints, liquids and rags in covered metal containers. Contractor shall store materials, tools and equipment in areas designated by the District. Contractor shall maintain storage area in neat, clean condition. Contractor shall be responsible for stored items.
 20. The contractor shall use paint manufactured by one of the following approved brands of paint:
 - (1) Devoe
 - (2) Glidden
 - (3) Sherwin-Williams
 - (4) Douglas
 - (5) Benjamin Moore
 - (6) Kelly MooreOr paint type as specified in the Request for Quotation.
 21. Contractor shall use Silicone based caulking manufactured by:
 - (1) Dow Corning
 - (2) Red Devil
 - (3) Dap productsOr caulking as specified in the Request for Quotation.
 22. The contractor shall apply paint in accordance with the manufacturer's instructions. Contractor shall use applicator and techniques best suited for the substrate and type of material being used or as specified by the District.
 23. The contractor shall ensure that the finished surface shall be free of runs, drops, ridges, waves, laps, brush marks, and each coat shall be applied so as to produce a film of uniform thickness. Special attention shall be given to ensure that all surfaces, including edges; corners, crevices, welds, and fasteners receive a film thickness equal to that of adjacent painted surfaces.
 24. The contractor shall ensure that, during application, paint shall show no signs of hard setting, excessive skinning, or other deterioration. The paint shall be thoroughly stirred, strained, and kept at a uniform consistency during application.
 25. Where necessary to suitable conditions of surface, temperature, weather, and method of application, paint shall be thinned immediately before application in accordance with manufacturer's instructions, but not in excess of one (1) pint of suitable thinner per gallon, unless otherwise approved by the District. The use of thinner, for any reason, shall not relieve the contractor from obtaining complete coverage of paint.

26. The contractor shall paint all piping, electrical and telephone conduits when and if specified.
27. Paint shall be applied by brush unless otherwise specified. Airless spray gun paint application, and chemical/open flame paint removal may be permitted on specific areas ONLY as approved in advance by the District.
28. The contractor shall apply paints on exterior surfaces only when the temperature of surfaces to be painted and the surrounding air temperature are between 50 degrees F. and 90 degrees F, unless otherwise permitted by the paint manufacturer's printed instructions, or as approved by the District.
29. The contractor shall not apply paint in snow, rain, fog, or mist or when the relative humidity exceeds 85%, or to damp or wet surfaces, unless otherwise permitted by the paint manufacturer's printed instructions, or as approved by the District.
30. The contractor shall provide, erect, and maintain all scaffolding required for proper execution and completion of all the work and inspection of the work by the District's designated representative. All scaffolding shall meet all OSHA requirements.
31. During the process of the work, the contractor shall remove from the site all discarded paint materials, rubbish, cans, trash, rags, or similar items at the end of each workday. This includes, but is not limited to, raking and removal of paint chips, sweeping up dust, etc.
32. Upon completion of painting work, the contractor shall clean paint-spattered surfaces. The contractor shall remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
33. Protection:
 - (1) The contractor shall provide wet paint signs, drop cloths, barriers and other covering for proper protection of metal, previous painted surfaces, office furnishings, personal belongings of District personnel, automobiles, pedestrian traffic, etc. The contractor shall correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to the District.
 - (2) The contractor shall provide personal safety equipment to avoid skin and eye contact with cleaning products.
 - (3) The contractor shall provide "Wet Paint" signs as required to protect newly painted finishes and shall remove temporary protective wrappings after completion of painting operations.
 - (4) The contractor shall touch-up and restore all damaged or defaced painted surfaces after job completion.

END OF SCOPE OF SERVICE

BID QUOTE FORM

Please identify each employee (by employment title) anticipated to work on this project with the corresponding hourly rate and the estimated number of hours the employee will work in order to complete all services called for by the Contract Documents

Column 1: Employment Title	Column 2: Hourly Rate	Column 3: Estimated Number of Hours	Column 4: Total Estimated Cost by Title (multiply Column 2 by Column 3)
		Total Not-To-Exceed Amount: (Sum of Column 4)	

The Hourly Rate for all the required work under the Contract, includes the furnishing of all labor, materials, tools, equipment, services, subcontractors, suppliers, insurance, bonding, shipment, delivery, warranty, overhead, profit, and all other costs for doing all the work complete in place as specified in the Contract Documents. The Hourly Rate shall be inclusive of all applicable Federal, State and local sales/use taxes and other taxes, permits and fees unless specifically excluded in the Contract Documents. The Total Not-To-Exceed Amount, as increased or decreased pursuant to the provisions of the Contract Documents, shall be the full and sole compensation for the performance of the Work.

END OF BID QUOTE FORM

SAMPLE PUBLIC WORKS CONTRACT

THIS CONTRACT is made this _____ day of _____, 2018, by and between the EAST CONTRA COSTA FIRE PROTECTION DISTRICT, a public agency ("District") and _____ ("Contractor").

WHEREAS, the District desires to obtain interior and exterior painting services; and

WHEREAS, Contractor represents that it has the necessary skill, experience, knowledge, and license to perform the work.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The Contractor shall perform all the work and furnish all the labor, materials and equipment required to complete the following: Provision of Interior and Exterior Painting Services, as more particularly described in Exhibit B, which is attached and incorporated herein ("Scope of Work").
2. **BEGINNING OF WORK AND TIME OF COMPLETION.** The Contractor shall begin Work upon receipt of the Notice to Proceed issued by the District for each Work Order, and Contractor shall complete all of the Work within the time period specified in the Work Order.
3. **ORDER OF PRECEDENCE.** This Contract consists of the following documents:
 - (1) This Public Works Contract, with exhibits:
 - Exhibit A, Public Works Provisions
 - Exhibit B, Scope of Work
 - (2) Attachment A, Invitation for Bids
 - (3) Attachment B, Contractor's Bid, as accepted by the District.

In the event of conflict between or among the terms of the Agreement documents, the order of precedence shall be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

4. **COMPENSATION.** The Contractor will be compensated based on time and materials. The Total Contract Price shall include any and all costs for materials, labor, subcontractors, insurance, taxes, delivery, profit and any other element of expense or compensation arising out of the Work performed hereunder.
5. **MANNER OF PAYMENT.** Contractor shall submit invoices to District for all Work completed only after all the Work has been completed by the Contractor and accepted by the District in accordance with the procedures set forth in Exhibit B. District shall render payment within thirty (30) days of receipt of an approved invoice.
6. **CHANGES.** The District may, at any time, by written order, make changes within the scope of work described in this Contract. If such changes cause an increase in the budgeted cost or the time required for the performance of the agreed upon work, an

equitable adjustment as mutually agreed upon shall be made in the compensation and/or schedule of performance. In the event that the Contractor encounters any unanticipated conditions or contingencies that may affect the scope of work and result in an adjustment in the amount of compensation or time required for performance of the work specified herein, Contractor shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation and/or schedule resulting therefrom. Such notice shall be given the District prior to the time that Contractor performs work related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Contract prior to implementation of such changes.

7. TERM AND TERMINATION. The term of this Contract will commence on the Effective Date and all work must be completed within 120 days. The Contract will remain in full force and effect until all Work is completed or the Contract is terminated. The District may terminate the Contract for convenience upon ten (10) days written notice. Upon termination, District shall pay Contractor the allowable costs incurred to the date of termination and those costs reasonably necessary, as determined by the District, to effect the termination. In the event Contractor breaches the terms of the Contract, the District may immediately terminate the Contract for cause and shall pay Contractor only its allowable costs to the date of termination. In the event of termination, Contractor shall cooperate with the District's reasonable instructions to terminate the Work and furnish requested materials and records.

8. INSPECTION OF SITE OF WORK. Contractor shall examine carefully the site of work and shall inform itself of the conditions relating to the execution of the work. If the Contractor does not inspect the site, the Contractor is responsible for all site conditions had the Contractor performed a reasonable site inspection.

9. RESPONSIBILITY: INDEMNIFICATION. Contractor shall indemnify, defend, protect and hold harmless ECCFPD its officials, officers, and employees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which ECCFPD may suffer or incur or to which ECCFPD may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by and to the extent of the negligent, reckless or willfully wrongful acts or omissions of Contractor, its officers, employees, agents or subcontractors committed in performing any services under this Agreement.

If any action or proceeding is brought against ECCFPD by reason of any of the matters against which Contractor has agreed to indemnify ECCFPD as provided above, Contractor, upon notice from ECCFPD, shall defend ECCFPD at Contractor's expense by counsel reasonably acceptable to District. District need not have first paid for any of the matters to which District is entitled to indemnification in order to be indemnified.

For the purposes of this section, "ECCFPD" includes ECCFPD's officers, officials, agents, employees and volunteers.

The insurance required to be maintained by Contractor under this Contract is intended to ensure Contractor's obligations under this section, but the limits of such insurance do not limit the liability of Contractor.

The provisions of this section do not apply to Claims to the extent occurring as a result of the ECCFPD's negligence or willful acts or omissions.

In the event of any Claim made against ECCFPD, ECCFPD may, in its sole discretion, reserve, retain or apply any funds due to Contractor under this Contract for the purpose of resolving such Claim.

The provisions of this section will survive the expiration or earlier termination of this Contract.

10. INSURANCE.

A. Workers' Compensation. Contractor shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable and Employers' Liability Insurance, which shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

B. Commercial General Liability Insurance. Contractor also shall procure and maintain at all times during the performance of this Contract occurrence based Commercial General Liability Insurance, including completed operations coverage, with a limit for each occurrence of One Million Dollars (\$1,000,000) naming as additional insureds, in connection with the Contractor's activities hereunder, the District, and its directors, officers, employees and agents. The Insurer(s) shall endorse that its policy(ies) is Primary Insurance and it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering District.

C. Automobile Liability Insurance. Contractor shall also procure and maintain at all times during the performance of this Contract Automobile Liability Insurance covering all automobiles owned, hired, or leased by Contractor with a limit of One Million Dollars (\$1,000,000) for each accident naming the District, and its directors, officers, employees and agents as additional insureds.

With respect to coverages under Subsections B and C above, inclusion of District as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against Contractor. Said policy shall protect Contractor and District in the same manner as though a separate policy had been issued to each. These requirements shall not operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of any Work hereunder, Contractor shall deliver to District Certificate(s) of Insurance which shall indicate compliance with all the insurance requirements above and shall stipulate that 30 days' advance written notice of

cancellation, non-renewal or reduction in limits shall be given to District.

11. FINAL INSPECTION AND ACCEPTANCE. Upon notice from the Contractor that the Work has been completed, the District will make a final inspection and provide the Contractor with written notice of final acceptance, if it is determined that the Work meets the Contract requirements, or instructions to promptly fix defective work identified at Contractor's sole expense.

12. GUARANTY OF WORK. Contractor warrants to the District that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects in material or workmanship, and that the Work will conform to the requirements of the Contract. Work not conforming to the Contract requirements may be considered defective.

If, within one (1) year after the date of final acceptance of the Work by the District, any of the Work is found to be defective, the Contractor shall correct it promptly after written notice from the District to do so and pay for any damage to other property resulting from the defective Work. If the Contractor fails to correct the defective Work, the District may correct it at the Contractor's expense. Work that is corrected shall be subject to a one-year warranty obligation, commencing on the date the Work is corrected by the Contractor and accepted by the District.

The requirements of this section relate only to the specific obligation to correct defective Work and nothing in this section shall be construed to establish a period of limitation with respect to other obligations of Contractor under the Contract.

13. CONDITIONS OF USE AND PRESERVATION OF PROPERTY. Contractor shall assume full responsibility for protection and safekeeping of the materials and equipment stored on the site. In the event that any stored items or activities of the Contractor interfere with the District's operations, the Contractor shall move the items or modify the activities at its expense in accordance with District's direction.

Contractor shall exercise due care to avoid injury to existing improvements or facilities, utility facilities and adjacent property. Any injury to the property of the District or any other third party caused by Contractor's operations shall be restored or replaced at Contractor's expense.

14. COMPLIANCE WITH ALL APPLICABLE LAWS. Contractor shall comply with all the applicable requirements of federal, state and local laws, statutes and ordinances relative to the execution of the Work. In the event Contractor fails to comply with these requirements, the District may stop any Work until such noncompliance is remedied. No part of the time lost due to any such cessation of the Work shall be made the subject of a claim for an extension of time or increase in the compensation.

15. ENVIRONMENTAL AND SAFETY AND HEALTH STANDARDS. Contractor shall comply with applicable environmental statutes, regulations and guidelines in performing the Work under this Contract. Contractor shall also comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the Work under this Contract.

16. CONTRACTOR'S STATUS. Neither Contractor nor any party contracting with the Contractor shall be deemed an agent or employee of the District. The Contractor is and shall be an independent contractor, and the legal relationship of any person performing services for Contractor shall be one solely between said parties.

17. ASSIGNMENT. Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of District.

18. RECORDS. During the term of this Contract, Contractor shall permit representatives of District to have access to, examine and make copies, at District's expense, of its books, records and documents relating to this Contract at all reasonable times.

19. DISTRICT WARRANTIES. The District makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated herein.

20. DISTRICT REPRESENTATIVE. Except when approval or other action is required to be given or taken by the Board of Directors of the District, the Fire Chief of the District, or the Fire Chief's designee, shall represent and act for the District.

21. NOTICES. All notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the District:	East Contra Costa Fire Protection District 150 City Park Way Brentwood, CA 94513
ATTENTION:	Brian Helmick, Fire Chief

If to the Contractor:	_____
ATTENTION:	_____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

22. ATTORNEYS' FEES. If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Contract or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

23. APPLICABLE LAW. This Contract, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

24. BINDING ON SUCCESSORS. All of the terms, provisions and conditions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized officers as of the day and year first above written.

EAST CONTRA COSTA FIRE PROTECTION DISTRICT

Fire Chief

APPROVED AS TO FORM:

District General Counsel

CONTRACTOR¹:

NAME

TITLE

NAME

TITLE

¹Note: If Contractor is a corporation, this Agreement must be executed by two Corporate Officers, consisting of:

- (1) the President, Vice President or Chair of the Board, and
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant CFO, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws)

SAMPLE PUBLIC WORKS AGREEMENT, EXHIBIT A
PUBLIC WORKS PROVISIONS

1. LABOR CODE REQUIREMENTS. This Agreement includes public works as defined by Labor Code section 1720. Accordingly, the CONTRACTOR and all subcontractors of any tier are subject to California Prevailing Wage Laws when work under the Agreement includes the construction, alteration, demolition, repair, installation, maintenance, inspection, or land surveying of a plant, building, structure, ground facility, utility system or any real property including machinery and other equipment permanently attached to a building or realty as fixtures (hereinafter referred to as "Prevailing Wage Covered Work"). California Prevailing Wage Laws include all applicable sections of the Labor Code (Chapter 1, commencing with Part 7 of Division 2, Section 1720,).

A. Prevailing Wage Rates The CONTRACTOR and subcontractors at any tier shall comply with Labor Code sections 1774 and 1775. The California Department of Industrial Relations' general prevailing wage determinations 2018-2 shall constitute the prevailing wage for the duration of the Agreement. Copies of the determinations can be reviewed at the DISTRICT's Central Office (1250 San Carlos Ave., San Carlos, California 94070). They can also be found at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

The CONTRACTOR shall post a printed copy of the applicable prevailing wage determinations in a prominent place at the Site, including field offices.

The CONTRACTOR and subcontractors shall pay no less than the applicable prevailing wage to any worker performing Prevailing Wage Covered Work under the Agreement for all work hours specified within of applicable prevailing wage determinations.

When, after investigation by the DISTRICT or the California Department of Industrial Relations (DIR), it is established that a worker has been paid less than the applicable prevailing wage, the CONTRACTOR or subcontractor shall pay the worker restitution equal to the difference between actual wages paid and the applicable prevailing wage. In addition, the CONTRACTOR or subcontractor shall forfeit to the DISTRICT a penalty of not more than \$200.00 for each underpaid worker for each day, or portion thereof, during which underpayment has occurred. The DISTRICT shall withhold payments from the CONTRACTOR equal to the amount of unpaid wages and applicable penalties when it is established by the DISTRICT or DIR that an underpayment has occurred. Withheld payments shall be released in accordance with Labor Code sections 1742 through 1743 and 1771.6.

B. Future Wage Increases Predetermined increases to the prevailing wage rates can be found within the applicable prevailing wage determinations. Prevailing wage determinations with predetermined increases are denoted by a double-asterisk (**) following the published expiration date. The DISTRICT will not recognize any claim for additional compensation based on the payment by the CONTRACTOR of any predetermined increase to the prevailing wage, or the federal minimum wage rate, during the term of the Agreement. The possibility of wage increases during the course of the Agreement is a cost

risk allocated to the CONTRACTOR in determining its Proposal Amount, and such wage increases will not be considered as a basis for additional compensation from the DISTRICT.

C. Hours of Labor The CONTRACTOR and subcontractors at any tier shall comply with Labor Code sections 1810 through 1815. The CONTRACTOR and subcontractors shall recognize that 8 hours labor constitutes one day of work. The CONTRACTOR and subcontractor shall only permit a worker to work in excess of 8 hours in one day or in excess of 40 hours in one calendar week when that work is paid at no less than 1½ times the prevailing wage basic hourly rate of pay.

The CONTRACTOR and subcontractors shall maintain accurate records showing the name of and actual hours worked each day and each calendar week by each worker employed in connection with Prevailing Wage Covered Work performed under the Agreement. The CONTRACTOR and subcontractors shall make these records available for inspection by the DISTRICT and by the DIR's Division of Labor Standards Enforcement.

When, after investigation by the DISTRICT or DIR, it is established work has been performed in excess of 8 hours in one day or 40 hours in one calendar week without appropriate compensation, the CONTRACTOR or subcontractor shall forfeit to the DISTRICT a penalty of \$25.00 per day for each affected worker. The DISTRICT may withhold payments from the CONTRACTOR equal to the amount of underpayment and applicable penalties when it is established by the DISTRICT or DIR that overtime work has not been appropriately compensated. Withheld payments shall be released in accordance with Labor Code sections 1742 through 1743 and 1771.6.

D. Certified Payroll Records (CPRs) The CONTRACTOR and subcontractors at any tier shall comply with Labor Code section 1776 and Title 8 of the California Code of Regulations section 16400.

The DISTRICT may withhold payments due or estimated to be due to the CONTRACTOR or subcontractors whose CPRs are delinquent or inadequate (terms defined in subsequent language of the Agreement), plus any additional amount that the DISTRICT has reasonable cause to believe may be needed to cover unpaid wages and penalties assessed against such CONTRACTOR or subcontractor whose CPRs are delinquent or inadequate; the CONTRACTOR shall be required, in turn, to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the DISTRICT provides notice that the subcontractor has cured the delinquency or deficiency.

The CONTRACTOR and subcontractors shall maintain CPRs for a period of 3 years following Final Acceptance.

1. Content of CPRs

The CONTRACTOR and subcontractors shall keep accurate CPRs detailing the following information: name, address, social security number, work classification, wage rates, straight time and overtime hours worked each day and each week, check number, deductions, contributions, payments, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee(s) employed by the CONTRACTOR or subcontractors in connection with the Agreement.

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (a) The information contained in the payroll record is true and correct.
 - (b) The employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by their employees on this Project.
- A CPR is inadequate if the CPR does not contain all of the abovementioned parts.

2. Timely Submission of CPRs

The CONTRACTOR and subcontractors shall prepare one CPR each week from the start of Prevailing Wage Covered Work through the completion of the Work. The CONTRACTOR's and subcontractor's CPRs and all payroll records, as defined by Chapter 8 of the California Code of Regulations section 16000, shall be available for inspection at all reasonable hours at the CONTRACTOR's or subcontractor's office on the following basis:

- (a) Upon request of an employee or the employee's authorized representative.
- (b) Within 10 days of a written request from the DISTRICT, or from DIR's Division of Labor Standards Enforcement or Division of Apprenticeship Standards.

When copies of payroll records are not provided within such 10 day period, the payrolls will be considered delinquent and the CONTRACTOR or subcontractor shall forfeit to the DISTRICT a penalty of \$100.00 per worker for each day or portion thereof that copies are not provided. The DISTRICT shall withhold payments from the CONTRACTOR equal to the amount of any accrued penalties. Withheld payments shall be released in accordance with Labor Code sections 1742 through 1743 and 1771.6.

3. Submittal of Payroll Records

This section does not apply to work performed on a public works project of \$25,000 or less when the project is for construction, alteration, demolition, installation, or repair work, or to work performed on a maintenance project of \$15,000 or less.

All Contractors, Subcontractors, or vendors performing Prevailing Wage Covered Work under this Agreement shall submit certified payroll records as specified in California Labor Code Section 1776 directly to the Labor Commissioner. Information on reporting to the Labor Commissioner is available online at: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

The Contractor and Subcontractors at any tier shall also submit all CPRs via the LCPtracker online submittal system (www.lcptracker.com), unless otherwise required by the DISTRICT. LCPtracker access is provided by the DISTRICT free of charge to the Contractor and all Subcontractors. Any optional interface with LCPtracker shall be at the sole expense of the Contractor.

E. Apprenticeship Requirements This section only applies to prime contacts of \$30,000 or greater. Labor Code section 1777.5(n) emphasizes that a prime Contractor is responsible for compliance with apprenticeship requirements. Therefore, the Contractor shall be responsible for compliance by the Contractor and Subcontractors with Labor Code sections 1777.5 through 1777.6 related to the employment of apprentices. The Contractor shall be responsible for any penalties assessed by the Labor Commissioner in accordance with Labor Code section 1777.7.

The Contractor and Subcontractors shall meet the following obligations whenever Prevailing Wage Covered Work is performed under this Agreement in a craft or classification deemed to be apprenticeable within applicable prevailing wage determinations:

1. Before the start of Agreement Work, the Contractor and Subcontractors shall notify all apprenticeship programs approved by DIR's Division of Apprenticeship Standards (DAS) to train apprentices within the county of the Agreement Work. Completion and submission of Form(s) DAS-140 may constitute sufficient notification. Form DAS-140 can be found at: <http://www.dir.ca.gov/DAS/DASForm140.pdf> . Information on apprenticeship programs can be found at:

<http://www.dir.ca.gov/databases/das/pwaddrstart.asp>

2. During Agreement Work, the Contractor and Subcontractor shall employ apprentices in a ratio of not less than 1 apprentice hour of work for every 5 hours of journeyman work. The Contractor and Subcontractors shall obtain written exemptions from DAS or a DAS-approved apprenticeship program for exceptions to the 1-to-5 ratio.

3. For every hour of journeyman and apprentice labor, the Contractor and Subcontractors shall make apprenticeship training fund contributions to either the California Apprenticeship Council or an apprenticeship training program approved by the DAS. Apprenticeship training contributions shall be paid at no less than the amount specified within the applicable prevailing wage determination.

4. The Contractor and Subcontractors shall pay each worker at the appropriate journeyman prevailing wage rate if any of the following apprenticeship standards are not met:

(a) The worker is registered as an apprentice with the DAS and the Contractor has obtained written proof of their registration.

(b) The worker is registered with U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services and the Contractor has obtained written proof of their registration.

(c) The worker is employed in accordance with the apprenticeship standards of the apprentice agreement under which they are training.

F. Wage Kickbacks and Worker Registration Fees Prohibited The CONTRACTOR and subcontractors at any tier shall comply with Labor Code sections 1778 through 1779. The CONTRACTOR and subcontractors shall not take, receive, or conspire with another to take or receive, for their own use or the use of any other person any portion of the wages of any worker or subcontractor in connection with this Agreement. The CONTRACTOR and subcontractors shall not charge, collect, or attempt to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person to work in connection with the Agreement, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in connection with the Contract.

G. District Labor Compliance Program (LCP) The DISTRICT operates a DIR-approved LCP for monitoring and enforcing California Prevailing Wage Laws including the abovementioned provisions of the California Prevailing Wage Laws. A description of the LCP

can be found at <http://procurement.samtrans.com/lcp.aspx>. All Prevailing Wage Covered Work under the Agreement will be subject to the requirements of the LCP.

The CONTRACTOR shall post the DISTRICT's LCP contact information in a prominent place at the Site, including inside the field offices.

Pursuant to Labor Code Section 1726, the DISTRICT shall take cognizance of Labor Code violations committed in the course of the Agreement and will withhold estimated wage underpayments, penalties and/or forfeitures from Agreement payments pursuant to Section 1771.6 if violations are found.

H. Compliance Monitoring by the California DIR This Agreement is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The CONTRACTOR must post site notices as prescribed by Title 8 California Code of Regulations section 16451(d).

I. Contractor Registration for California Public Works This section does not apply to work performed on a public works project of \$25,000 or less when the project is for construction, alteration, demolition, installation, or repair work, or to work performed on a maintenance project of \$15,000 or less. Pursuant to Labor Code Section 1771.1, a Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless they are currently registered with the DIR and qualified pursuant to Labor Code section 1725.5. Submission of a Proposal by an unregistered Contractor, or listing an unregistered Subcontractor, may result in the proposal being rejected as non-responsive. For federally funded projects, the Contractor and Subcontractors must be registered at the time of contract award.

An unregistered Contractor or Subcontractor who is found to have performed Prevailing Wage Covered Work under this contract is subject to penalties of up to \$8,000 in addition to any penalty registration fees that may be assessed. Additionally, a higher-tiered Contractor who is found to have entered into a subcontract with an unregistered lower-tier Subcontractor is subject to penalties of up to \$10,000. Contractor registration may be completed online at the following website: <https://efiling.dir.ca.gov/PWCR/>.

To ensure compliance with Labor Code 1773.3: the Agency shall withhold final payment due to the Contractor until:

1. The Contractor has provided the Agency with a Contractor Registration Closeout Form that includes the name and PWCR of every lower-tier Subcontractor who performed Prevailing Wage Covered Work under the Contract;

2. The Agency's Labor Compliance Officer (LCO) has reviewed that the Contractor Registration Closeout Form contains all required information, has verified that all Contractors were properly registered, and has notified the Contractor that the Contractor Registration Closeout Form is acceptable, and;

30 calendar days have passed since the LCO notified the Contractor that the Contractor Registration Closeout Form is acceptable. At the LCO's discretion, the 30 day waiting period may be waived if all Subcontractors were previously identified.

2. CLAIMS PROCEDURES. Compliance with all change order procedures is a prerequisite to filing a Public Contract Code Claim pursuant to this Section. Claims must be submitted no later than 30 days after the occurrence of the event giving rise to the claim.

In accordance with the procedures set forth in Public Contract Code Sections 9204 and 20104-20104.6, a CONTRACTOR may submit a claim by registered or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the DISTRICT; (b) payment by the DISTRICT of money or damages arising from Work done by, or on behalf of, the CONTRACTOR pursuant to this Agreement and payment for which is not otherwise expressly provided or to which the CONTRACTOR is not otherwise entitled; or (c) payment of an amount that is disputed by the DISTRICT.

The CONTRACTOR must furnish reasonable documentation to support the claim, including but not limited to: 1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the Agreement upon which the claim is based, 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; 3) whether the CONTRACTOR's claim arises from an ongoing occurrence, and if so a description of the specific Work activities affected by the claim, 4) a time impact analysis in the event that CONTRACTOR requests a time extension, 5) full and complete cost records supporting the amount of any claim for additional compensation, and 6) a notarized certification by the CONTRACTOR as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted." Failure by the CONTRACTOR to provide sufficient documentation will result in denial of the claim. The DISTRICT reserves the right to request additional documentation or clarification of the documentation provided.

Upon receipt of a claim, the DISTRICT will conduct a reasonable review and provide a written statement to the CONTRACTOR identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. The DISTRICT and CONTRACTOR may, by mutual agreement, extend the 45 day time period. For any undisputed portion of a claim, the DISTRICT must make payment within 60 days of its issuance of the written statement.

If the CONTRACTOR disputes the DISTRICT's written statement, or if the DISTRICT fails to respond, the CONTRACTOR may demand an informal conference to meet and confer for settlement of the issues in dispute. The DISTRICT will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference, the DISTRICT will provide a written statement identifying the portion of the claim that remains in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.

After the meet and confer conference, any disputed portion of the claim will be submitted to non-binding mediation. Alternatively, 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. If mediation is unsuccessful, the parts of the claim that remain in dispute will be subject to applicable procedures set forth below.

Failure of a public entity to respond to a claim within the time periods described above will result in the claim being deemed rejected in its entirety. Additionally, amounts not paid in a timely manner will bear interest at 7 percent per year.

In the event that the mediation is unsuccessful, CONTRACTOR must file a government claim pursuant to Government Code Sections 910 et seq. in order to initiate a civil action.

In any civil action filed to resolve claims, the court will submit the matter to non-binding mediation within 60 days following the filing or responsive pleading, provided that the parties have not already participated in mediation of the claim as outlined above. If the matter remains in dispute after nonbinding mediation, the court will submit the matter to judicial arbitration pursuant to Code of Civil Procedure Section 1141.10 et seq. If the matter remains in dispute after judicial arbitration, the DISTRICT or the CONTRACTOR may request a trial de novo.

- 3. RETENTION OF PROGRESS PAYMENTS.** The District may retain five percent (5%) of the estimated value of the work done and five percent (5%) of the value of materials estimated to have been furnished and delivered and unused, or furnished and stored as part security for the fulfillment of the Contract by the Contractor. Any time after fifty percent (50%) of the work has been completed, if the District finds that satisfactory progress is being made, the District may make any of the remaining progress payments in full for actual work completed in accordance with Public Contract Code Section 9203.
- 4. SECURITIES IN LIEU OF RETENTION.** Pursuant to Public Contract Code Section 22300, the Contractor may elect, in lieu of having progress payments retained by the District, to deposit in escrow with the District, or with a bank acceptable to the District, securities eligible for investment under Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the District. If the Contractor elects to submit securities in lieu of having progress payments retained by the District, the Contractor shall, at the request of any subcontractor performing more than 5% of the Contractor's total bid, make the same option available to the subcontractor.
- 5. PROMPT PAYMENT TO CONTRACTOR.** The District will make progress payments within thirty (30) days after receipt of an undisputed and properly submitted progress payment invoice pursuant to Section 20104.50 of the Public Contract Code. No such payment will be made when, in the judgment of the Project Manager, (a) the work is not proceeding in accordance with the provisions of the Contract; (b) the Contractor is not complying with the requirements of the Contract; or (c) when the total value of the work done as shown on the invoice does not exceed Three Hundred Dollars (\$300.00). No such invoice or payment will be construed to be an acceptance of any work or materials. Before any progress payment or the final payment is made, the Contractor may be required to submit satisfactory evidence that he is not delinquent in payments to its employees, subcontractors, suppliers or other creditors for labor and materials incorporated into the work. Pursuant to Public Contract Code Section 20104.50, if the District fails to make a progress payment in a timely manner, it shall pay interest to the Contractor at the legal rate set forth in Section 685.010(a) of the California Code of Civil Procedure.
- 6. UTILITY RELOCATION.** Pursuant to California Government Code Section 4215, if during the course of the Work the CONTRACTOR encounters utility installations which are not shown or indicated in the Agreement plans or in the specifications or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination of the Work site, then it must promptly notify the DISTRICT in writing. Where necessary for the Work of the Agreement, the DISTRICT will amend the Agreement to adjust the scope of work and the compensation to allow the CONTRACTOR to make such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. At any time, if the CONTRACTOR fails to give the notice specified above and thereafter acts without instructions from the DISTRICT, then it will be liable for any or all damage to such utilities or other Work of the Agreement which arises from its operations subsequent to the discovery, and it will repair and make good such damage at its own cost.

- 7. USE OF SUBCONTRACTORS.** CONTRACTOR will not subcontract any Work to be performed by it under this Agreement without the prior written approval of the DISTRICT. CONTRACTOR will be solely responsible for reimbursing any subcontractors and DISTRICT will have no obligation to them. Attention is directed to the requirements of Sections 4100 to 4113, inclusive, of the California Public Contract Code which are applicable to this Agreement. Each CONTRACTOR must list the name and business address of each subcontractor to whom the CONTRACTOR proposes to subcontract a portion of the Work in an amount in excess of one-half of one percent (.5%) of the Grand Total Amount, along with a description of the portion of the Work which will be done by each subcontractor, by executing the "List of Subcontractors" form.
- 8. CONTRACTOR'S LICENSE REQUIREMENTS.** CONTRACTOR and any approved subcontractors must hold such current and valid CONTRACTOR's Licenses as required by California Law.
- 9. NON-COLLUSION DECLARATION.** Pursuant to Public Contract Code section 7106, CONTRACTOR must execute a Non-Collusion Declaration, in a form provided by DISTRICT.
- 10. NON-DISCRIMINATION.** It is the policy of the DISTRICT to ensure non-discrimination in the award and administration of all Agreements and to create a level playing field on which small businesses, including Disadvantaged Business Enterprises (DBEs) can compete fairly for Agreements and subcontracts relating to the DISTRICT's construction, procurement, and professional services activities. To this end, the DISTRICT has developed procedures to remove barriers to small and disadvantaged business enterprise (SBE/DBE) participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this Agreement, the Bidder will cooperate with the DISTRICT in meeting these commitments and objectives.
- 11. EXCAVATION.** In accordance with state law (Public Contract Code Section 7104), with respect to any Work involving digging trenches or excavations that extend deeper than four feet, the CONTRACTOR must notify the DISTRICT promptly in writing of any of the following conditions: (a) material that the CONTRACTOR believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated; (c) unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement Documents. CONTRACTOR must notify the DISTRICT of such conditions prior to disturbing them, and must await direction from the DISTRICT as to how to proceed.
- 12. TRENCH SAFETY.** Excavation for any trench 5 feet or more in depth will not begin until the CONTRACTOR has received approval from the DISTRICT, of the CONTRACTOR's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan must be submitted at least 5 days before the CONTRACTOR intends to begin excavation for the trench and must show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan will allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan must be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.

- 13. PAYMENT BOND.** For all Agreements over \$25,000, the **successful CONTRACTOR** must provide a payment bond in the amount equal to one hundred percent (100%) of the Grand Total Amount and issued by a California admitted surety. The payment bond will provide the DISTRICT with security for CONTRACTOR's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of the performance of the Agreement. Full compensation for furnishing the payment bond is included in the Grand Total Amount. The Payment Bond form is attached as Exhibit D.
- 14. ANTITRUST CLAIM ASSIGNMENT.** In entering into an Agreement or a subcontract to supply goods, services, or materials pursuant to a public works Agreement, the CONTRACTOR or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Agreement or the subcontract. This assignment will be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.
- 15. THIRD-PARTY CLAIMS.** Pursuant to Public Contracts Code Section 9201, the DISTRICT will have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. DISTRICT will provide for timely notification to the CONTRACTOR of the receipt of any third-party claim, relating to the Agreement. Notice will be in writing and will be provided within thirty (30) days. DISTRICT will be entitled to recover its reasonable costs incurred in providing the notification.
- 16. ASSIGNMENT OF CLAIMS.** In entering into a public works Agreement or a subcontract to supply goods, services, or materials pursuant to an Agreement, the CONTRACTOR or subcontractor offers and agrees to assign to the DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment will be made and become effective at the time the DISTRICT tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.
- 17. PAYMENT OF WORKERS COMPENSATION.** Pursuant to the requirements of Section 1860 of the California Labor Code, the CONTRACTOR will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code.
- A.** By signing this Agreement, CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and if awarded an Agreement, will comply with such provisions before commencing the performance of the Work of this Agreement.
- 18. PROHIBITION AGAINST CONTRACTING WITH BARRED SUBCONTRACTORS.** CONTRACTOR is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
- 19. EXAMINATION AND AUDIT OF RECORDS.** Pursuant to Government Code Section 8546.7, CONTRACTOR must retain all project-related records for a period of 3 years after final payment

on this Agreement, which will be subject to audit or inspection by the DISTRICT or the State Auditor during this period.

Separate and apart from the obligations under Section 8546.7, the DISTRICT will have the right to audit project records at DISTRICT discretion under the following circumstances: (a) submission of a Public Records Act request regarding the project; (b) inability to resolve a disputed Agreement change order; or (c) submission of a construction claim.

20. TRADE NAMES AND ALTERNATIVES. For convenience in designation in the Contract Documents, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and its catalog information. Except in those instances where the product is designated to match others in use in a particular improvement, either completed or in the course of completion, the use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended may be permitted, subject to the following requirements:

a. The Contractor shall submit its Bid for an alternative in writing. Such request shall be made in ample time to permit review and approval without delaying the work.

b. No such Bid will be considered unless accompanied by complete information and descriptive data necessary to determine the equality of the offered materials, articles, or equipment. Samples shall be provided when requested by the Project Manager. The Contractor shall satisfy the Project Manager as to the comparative quality, suitability or performance of the offered materials, articles or equipment. In the event that the Project Manager rejects the use of such alternative materials, articles or equipment, ("material") then one of the particular products designated by brand name will be furnished.

c. The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor and he shall furnish all information necessary as required by the Project Manager. The Project Manager shall be the sole judge as to the quality and suitability of alternative articles, equipment or materials and its decisions shall be final. Where use of an alternative material, article or equipment involves redesign of, or changes to, other parts of the work, the cost and the time required to effect such redesign or changes will be considered in evaluating the suitability of the alter-native material, article or equipment. Cost of redesign by the Project Manager will be borne by the Contractor.

d. Whenever classification, rating or other certification by a body such as UL or NEMA is a part of the specification for any material, proposal for use of alternative materials shall be accompanied by reports from the listed or equivalent recognized and industry accepted independent testing laboratory indicating compliance with specification requirements. The cost of all testing required to prove equality of the material proposed shall be borne by the Contractor. Approval of an alternative material shall be only for the characteristics or use named in such approval, and shall not be used to change or modify any Contract requirement.

21. NOTICE OF TAXABLE POSSESSORY INTEREST. In accordance with Revenue and Taxation Code Section 107.6, the Agreement may create a possessory interest subject to personal property taxation for which CONTRACTOR will be responsible.

EXHIBIT C

LIST OF SUBCONTRACTORS

The Contractor is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive of the Public Contract Code of the State of California.

Name Under Which Subcontractor Is Licensed	License Number/DIR Registration	Address of Place of Business	Portion of Work To Be Done Under Subcontract
1. _____	_____	_____ _____ _____	_____ _____ _____
2. _____	_____	_____ _____ _____	_____ _____ _____
3. _____	_____	_____ _____ _____	_____ _____ _____
4. _____	_____	_____ _____ _____	_____ _____ _____
5. _____	_____	_____ _____ _____	_____ _____ _____
6. _____	_____	_____ _____ _____	_____ _____ _____
7. _____	_____	_____ _____ _____	_____ _____ _____
8. _____	_____	_____ _____ _____	_____ _____ _____
9. _____	_____	_____ _____ _____	_____ _____ _____

Do not list alternative subcontractors for the same work.

BY: _____

Name:

Title:

EXHIBIT D

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid .

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the 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. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[District], _____[state].

Signature of Bidder

Title

Date

EXHIBIT E

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, East Contra Costa Fire Protection District (hereinafter "District"), has awarded a contract to _____, _____, _____, _____, _____, (hereinafter "Principal"), to provide interior and exterior painting services; and

WHEREAS, the Principal is required to furnish a bond in connection with the Contract, providing that if Principal, or any of it or its subcontractors, shall fail to pay for any materials, provisions, or other supplies or teams used in, upon, for or about the performance of the Work contracted to be done, for any work or labor thereon of any kind, or claims to which reference is made in Section 9554 of the Civil Code, the Surety of this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, we, the undersigned Principal, and _____, as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars, (\$) lawful money of the United States of America, being not less than one hundred percent (100%) of the Contract Amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, or its heirs, executors, administrators, successors, transferees, assigns, or subcontractors, shall fail to pay any of the persons named in Section 9100 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under this Contract, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractors and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond and will also pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

This bond is given to comply with Sections 9550 and 9554 of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein, including Section 8152 of the Civil Code.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Contract Documents.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

Name

Title

Signature

(SEAL)

Surety

Name

Title

Signature

(SEAL)

*Note:

To be considered complete, both the Principal and an admitted Surety Insurer authorized by the California Insurance Commissioner to transact surety business in the State of California must sign the Payment Bond. In addition, the Surety's signature must be notarized and a copy of the Surety's Power of Attorney must be attached.