



REQUEST FOR PROPOSALS

for

ASBESTOS AND LEAD ABATEMENT SERVICES

Date Released: March 12, 2024

Questions about submissions, process, or proposals can be emailed to:

George E. Tockstein - Project Manager

gtockstein@cox.net

Proposals must be received prior to 2:00 PM April 16, 2024, at District Headquarters

San Miguel Consolidated Fire Protection District

2850 Via Orange Way

Spring Valley, CA 91978

www.sanmiguelfire.org

**Request for Proposal For
Asbestos and Lead Abatement Services**

Table of Contents

REQUEST FOR PROPOSAL FOR ASBESTOS AND LEAD ABATEMENT SERVICES..2

PROJECT DESCRIPTION5

 BACKGROUND.....5

 SCOPE OF WORK.....5

 COST PROPOSAL.....5

 DELIVERABLES.....5

 SCHEDULE.....5

 METHOD OF PAYMENT.....6

 MATERIALS TO BE PROVIDED BY THE CONTRACTOR6

 INSURANCE REQUIREMENTS6

EXHIBIT A – SUBMITTAL REQUIREMENTS7

EXHIBIT B – PROPOSAL EVALUATION9

EXHIBIT C – SERVICES..... 12

EXHIBIT D – FEE SCHEDULE..... 13

EXHIBIT E – SAMPLE AGREEMENT SAMPLE-SUBJECT TO MODIFICATION..... 14

NOTICE

REQUEST FOR PROPOSAL FOR ASBESTOS AND LEAD ABATEMENT SERVICES

NOTICE IS HEREBY GIVEN that the San Miguel Consolidated Fire Protection District is requesting proposals from qualified firms for the asbestos and lead abatement services of a Building 1 – Fire Station 18 Living Quarters.

All qualified firms with the appropriate CSLB Asbestos Licensing interested in providing these services are invited to submit their proposal. The proposals will be evaluated and ranked according to the criteria provided in Exhibit B, “Proposal Evaluation,” of this Request for Proposal (RFP).

It shall be the firm’s responsibility to check the San Miguel Consolidated Fire Protection District’s website (www.sanmiguelfire.org) to obtain any addenda that may be issued.

The firm’s attention is directed to Exhibit A, “Submittal Requirements.”

Submit three (3) hard copies and one (1) electronic copy in PDF format on a USB flash drive of the firm’s proposal. The hard copies and USB flash drive shall be mailed or submitted to the San Miguel Consolidated Fire Protection District, 2850 Via Orange Way, Spring Valley, CA 91978 prior to **2:00 P.M. PST April 16, 2024**. Proposals shall be submitted in a sealed package clearly marked “ASBESTOS AND LEAD ABATEMENT SERVICES” and addressed as follows:

San Miguel Consolidated Fire Protection District
Attention: Board Clerk
2850 Via Orange Way
Spring Valley, CA 91978

No late submittals will be accepted. The District may conduct interviews with the top-ranking firms to make a final selection. The successful firm will be recommended to the District’s Board of Directors for authorization to enter into a Professional Services Agreement for the asbestos and lead abatement services for Fire Station 18 Building 1 (Living Quarters) 1811 Suncrest Blvd. El Cajon, CA 92021.

Failure to comply with the requirements set forth in this Request for Proposal may result in disqualification. Proposals and/or modifications received after the hour and date specified above will not be considered. Submitted proposals may be withdrawn at any time prior to the submission time specified in this Request for Proposal, provided notification is received in writing before the submittal deadline. Proposals cannot be changed or withdrawn after the submittal deadline. No handwritten notations or corrections will be allowed. The responding firm is solely responsible for all costs related to the preparation of the proposal.

The San Miguel Consolidated Fire Protection District reserves the right to reject all proposals and to waive any minor informalities or irregularities contained in this proposal. Acceptance of any proposal submitted pursuant to this Request for Proposal shall not constitute any implied intent to enter into a contract.

The contract award, if any, will be made to the firm who, in the District’s sole discretion, is best able to perform the required services in a manner most beneficial to the District. **The completed**

Fee Schedule in Exhibit D shall be submitted with the proposal in its own separately sealed envelope.

The District intends to follow, but will not be bound by, the following selection timeline:

Release of Advertisement of RFP	3/13/2024
Mandatory Site-Walk	3/26/2024, 10:00 a.m.
Deadline to Submit Questions/Clarifications	3/29/2024, 5:00 p.m.
Addendum/Questions/Clarifications Posted	4/2/2024, 5:00 p.m.
Deadline for Proposal Submittal	4/16/2024, 2:00 p.m.
Award Date	5/8/2024
Contract Issuance and Notice to Proceed (NTP)	5/13/2024
Work Begins	5/20/2024
Completion Requirement Ten-Working Days	5/30/2024

The mandatory site-walk, on March 26, 2024, at 10:00 A.M., will be a requirement for a firm to submit a proposal. Any questions with regard to submissions, process, or proposals can be emailed to George E. Tockstein, Project Manager at gtockstein@cox.net. Questions shall be submitted before 5:00 P.M. PST on March 29, 2024. Any response to a request for clarification, questions and answers will be posted to the District's website at www.sanmiguelfire.org no later than 5:00 P.M. PST on April 2, 2024 and if necessary, shall become part of the proposal as an addendum.

The Request for Proposal can be viewed and/or obtained from the San Miguel Consolidated Fire Protection District website at www.sanmiguelfire.org/public-notices.

No oral questions or inquiries about the RFP shall be accepted.

The successful proposer will be required to furnish the District with a Performance Bond equal to 100% of the successful bid, and a Payment Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful proposer, copies of which are on file and available to any interested party online at <http://www.dir.ca.gov/dlsr> or upon request from the District. A copy of these rates shall be posted by the successful proposer at the job site. The successful proposer and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid/propose on, be listed in a bid/proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No proposal will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Proposer and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement of prevailing wage laws by the Department of Industrial Relations. In bidding/proposing on this Project, it shall be the Proposer's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid/proposal.

PROJECT DESCRIPTION

The San Miguel Consolidated Fire Protection District (herein referred to as "District") is currently seeking a qualified firm for asbestos and lead abatement services of a District-owned building located at 1811 Suncrest Blvd. El Cajon, CA 92021.

The intent of this RFP is to evaluate each interested firm's specific qualifications, experience, and select the best-qualified Contractor. In addition, all interested Contractors shall have sufficient, readily-available resources in the form of trained personnel, support services, specialized Contractors, and financial resources to carry out the work without delay or shortcomings. The work will be performed according to the attached Agreement for Services.

The District intends to award a contract to one successful firm to provide professional asbestos and lead abatement services. It is anticipated that the District and selected firm will discuss and define a detailed scope of work and contract price. All contracts are subject to approval by the San Miguel Consolidated Fire District Board of Directors, and the District reserves the right to not award any such contract at the discretion of the Board.

BACKGROUND

The District is in the preliminary stages of replacing Fire Station 18 located at 1811 Suncrest Blvd. El Cajon, CA 92021. The building is a one-story structure consisting of approximately 2,500 square feet. Prior to commencement of abatement services, the building will be cleared of furniture and equipment.

The District solicited Titan Environmental Solutions, Inc (TES), a certified asbestos Contractor and California Department of Public Health Inspector/Assessor/Project Monitor, to perform an asbestos survey and lead inspection. The results from the inspection services provided by Titan can be found in "Asbestos Inspection Report" and "Lead Inspection Report" in Exhibit F, "Inspection Report."

The abatement services are a critical next step in continuing the renovation project.

MANDATORY SITE-WALK

The District is requiring all firms interested in submitting a proposal to attend the mandatory site-walk on March 26, 2024, at 10:00 A.M. at the project site, 1811 Suncrest Blvd. El Cajon, CA 92021.

SCOPE OF WORK

The services and required Tasks for this RFP can be found in Exhibit C, "Services."

ADDITIONAL SERVICES

The need for additional type services may be required during the term of the contract. The interested firm shall submit a fee schedule for key staff who may be directly involved in the work outside of the scope of the services above. This fee schedule shall be on an hourly basis.

COST PROPOSAL

The firm is to prepare the Fee Schedule attached in Exhibit D based on the tasks as listed in the scope of work and the table for additional services, if requested, based on personnel hourly rate.

DELIVERABLES

As agreed upon by the District and firm.

SCHEDULE

As agreed upon by the District and firm.

METHOD OF PAYMENT

The firm shall be paid based on the Specific Rate of Compensation for this Contract and for the amount as agreed upon by the District and firm.

MATERIALS TO BE PROVIDED BY THE CONTRACTOR

Unless otherwise specified, the firm shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate.

INSURANCE REQUIREMENTS

Before the District executes an Agreement for services, the firm shall provide a certificate of insurance evidencing the following:

- The Contractor shall maintain general liability insurance with limits of no less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Contractor shall maintain automobile liability insurance with limits of no less than \$2,000,000 per accident for bodily injury and property damage.
- Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of no less than \$1,000,000 per accident.

Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to District.

EXHIBIT A – SUBMITTAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of the proposals by all contractors. The intent of these guidelines is to assist contractors in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content. Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:
Shayna Rians, Board Clerk
2850 Via Orange Way
Spring Valley, CA 91978

The letter shall be on the Contractor's letterhead and include the contractor's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Contractor's understanding of the services being requested and any other pertinent information the Contractor believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be signed by the individual authorized to bind the contractor to the proposal.

2. Contractor Information, Qualifications & Experience

The District will only consider submittals from Contractors that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects which include the following information:

1. Contracting agency
2. Contracting agency Project Administrator/Contact Person including name, address, and phone
3. Contracting agency contact information.
4. Contract amount.
5. Date of contract
6. Date of completion
7. Contractor Project Superintendent and contact information.

3. Organization and Approach

1. Describe the role and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this contract. Provide an organizational chart.
2. Describe your project and management approach.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Contractor. Key members, especially the Project Superintendent, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.
4. Demonstrate that the contractor's Project Superintendent and project staff have sufficient availability and/or that Contractor has sufficient resources to timely deliver District's projects.

4. Experience on Government Projects

Include a description of past municipal projects (minimum of five) in which your firm has been involved, for comparable projects. Include the following:

- Project Description
- Year of Completion
- Construction Cost (or contractor cost, if not an infrastructure project)
- District Contact

5. Conflict of Interest Statement

Throughout the term of the awarded contract, any person, firm, or subsidiary thereof who may provide, has provided or is currently providing design engineering services and/or construction engineering services under a contractual relationship with a construction contractor(s) on any District project related to this solicitation.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any design engineering services including claim services, lead project management services and construction engineering services provided to all other clients on any District project listed in this solicitation.

In addition to the disclosures, the Contractor shall also provide mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Contractor shall ensure that there is no conflict before providing services to any construction contractor on any of the District's projects related to this solicitation. The submitted documentation will be used for determining potential conflicts of interest. The District will use this documentation to determine whether the firm may provide the specified services under this contract.

If a Contractor discovers a conflict during the execution of an assigned task order, the Contractor must immediately notify the District Contract Administrator regarding the conflicts of interest. The District Contract Administrator may terminate the Task Order involving the conflict of interest and District may obtain the conflicted services in any way allowed by law. Failure by the Contractor to notify the District Contract Administrator may be grounds for termination of the contract.

6. Litigation

Indicate if the proposing Contractor was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

7. Contract Agreement

Indicate if the proposing Contractor has any issues or needs changes to the proposed contract agreement included as Exhibit E.

The contractor shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

8. Cost Proposal

The Request for Proposal includes a Fee Schedule which identifies the scope of work through the task to be completed. **The completed Fee Schedule in Exhibit D shall be submitted with the proposal in its own separately sealed envelope.**

EXHIBIT B – PROPOSAL EVALUATION

EVALUATION PROCESS

All submittals will be evaluated by District Selection Committee. The Committee may be composed of District staff and the Project Manager that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Contract Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk disqualification of Proposer.

The Committee will evaluate each submittal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any submittal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District requirements as set forth in this RFP.

The selection process may include oral interviews. The proposer will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted. If the District receives no more than three proposals, the District may opt to not conduct an oral interview.

EVALUATION CRITERIA

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five-point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A submittal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any proposal is five hundred (500) points.

0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement, this score will result in disqualification of submittal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of submittal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Contractor determined to be the most qualified, in the District's sole discretion, shall be based on the following 100-point grading system:

1. Quality of Proposal: 15 points
2. Qualification and Experience: 15 points
3. Organization and Approach: 25 points
4. Experience: 10 points
5. Staff Availability: 15 points
6. Proposal Format and Completeness: 10 points
7. Project Schedule: 10 points

1. Quality of Proposal (15 points)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete.

2. Qualifications & Experience (15 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-Contractors to provide asbestos and lead abatement services as detailed in the scope of work.

3. Organization & Approach (25 points)

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward.
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all the team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to District needs.
- c. Project and Management Approach
 - i. The team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. Team successfully addresses Work Planning and Programming efforts.
 - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- e. Working Relationship with District
 - i. The team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision- making process.

4. Experience (10 points)

- a. Contractor demonstrates experience with performance of services within the comparable cities for projects similar in nature to those related to this solicitation.
- b. Contractor demonstrates successful completion of said projects.
- c. Contractor is familiar with District standards and procedures.

5. Staff Availability (15 points)

- a. The contractor demonstrates project team staff are available and able to promptly respond to requests throughout the contract's duration to timely deliver projects.
- 6. Proposal Format and Completeness (10 points)**
 - a. Attractive, professional appearance. (Cover, internal layout, font type and size, and illustrations/photos)
 - b. Clear, concise, error-free.
- 7. Project Schedule (10 points)**
 - a. The proposed project schedule will be evaluated on the overall project timeline. The schedule offering the District the short duration with the earliest start will receive the maximum 10 points and the subsequent proposals will receive points based on the weighted average as compared to the highest scoring Contractor.
- 8. Presentation by Team (if applicable) (10 points)**
 - a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues, and solutions.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating Weight)
1	Quality of Proposal		15	
2	Qualifications & Experience		15	
3	Organization & Approach		25	
4	Experience		10	
5	Staff Availability		15	
6	Proposal Format & Completeness		10	
7	Project Schedule		10	
Total:			100	
8	Presentation by Team (if applicable)		10	
Total:			110	

EXHIBIT C – SERVICES

The respondent shall perform and provide all professional services related to the project as identified as necessary pursuant to the asbestos survey and lead inspection report prepared by Titan Environmental Services dated February 20, 2024 (the “Survey”) and attached hereto, including obtaining all required permits and certifications for the same. Respondent represents that all tasks will be performed in accordance with acceptable professional standards and further represents that the work provided shall be within its authority and capacity as a professional. Respondent will comply with the regulations, laws, ordinances, and requirements of all governmental impact applicable to the assigned project.

Task 1: Asbestos and Lead Abatement Services:

- The contractor will be responsible for removal of all asbestos-containing and/or lead-containing material according to the Survey prepared for this project and in compliance with all EPA, OSHA, and San Diego County Air Pollution Control District (SDCAPCD) regulations, and any other applicable law, using best practices.
- The contractor shall submit the required notifications to SDCAPCD, and any other agency required to be notified.
- The contractor shall furnish all labor, equipment, supervision, and incidentals necessary to provide complete asbestos and lead abatement for the structure.
- The contractor is responsible for obtaining all certifications and permits necessary for the completion of the project from the appropriate regulatory agencies.
- Should the use of a project monitor be used, the contractor shall provide the project monitor and all costs associated with the use of a project monitor.
- Any additional cleaning required after the final cleaning will be performed at the expense of the contractor.
- Any additional sampling costs shall be incurred by the contractor.
- The contractor shall provide final asbestos clearance inspection.

EXHIBIT D – FEE SCHEDULE

The contractor shall provide an itemized schedule of rates and fees which includes all billing amounts and costs for each Task.

Task amounts are considered to be not-to-exceed amounts.

Task 1: Asbestos and Lead Abatement Services..... \$ _____

Contractor Rate Schedule:

The rate for any authorized additional services is shown below:

Position Title	Hourly Rate

EXHIBIT E – SAMPLE AGREEMENT
SAMPLE-SUBJECT TO MODIFICATION

AGREEMENT BY AND BETWEEN
THE SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT
AND
[INSERT NAME OF CONTACTOR]

[FIRE STATION 18 BUILDING 1 ASBESTOS AND LEAD ABATEMENT PROJECT]

THIS CONTRACT is made and entered into this day of _____, 2024, between SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT, a California Special District ("District") and [_____] **INSERT CONTRACTOR NAME AND TYPE OF ENTITY** ("Contractor").

RECITALS

- A. WHEREAS the San Miguel Consolidated Fire Protection District (District) is a California Special District duly organized and validly existing under the laws of the State of California with the power to continue its business as it is now being conducted under the statutes of the State of California.
- B. WHEREAS District desires to contract asbestos and lead abatement services for the Fire Station 18 Building 1 at 18111` Suncrest Blvd. El Cajon, CA 92021 in the San Miguel Consolidated Fire Protection District (Project).
- C. WHEREAS Contractor submitted a responsible proposal in response to a Request for Proposal prepared by the District.
- D. WHEREAS, District has determined that Contractor is qualified by experience and ability to render such services; and
- E. WHEREAS District and Contractor desire to contract for specific services in connection with landscape maintenance for the District and desire to set forth their rights, duties, and obligations in connection with the services to be performed.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. AWARD OF CONTRACT

- 1.01 Contract Documents. The Contract Documents shall include this Contract, District's Request for Proposal attached hereto as Exhibit A; Contractor's proposal dated March 11, 2024 attached hereto as Exhibit F; Titan Environmental Solutions (TES) Asbestos and Lead Survey Report 02/20/2024.

- 1.02 Term. The term of this Agreement shall commence upon execution of this Agreement and District's issuance to Contractor a notice to proceed for all or a portion of the work and shall terminate upon District's acceptance and payment for all or such portion of the work as was authorized by such notice, unless terminated earlier as set forth herein.
- 1.03 Scope of Work. Subject to the terms and conditions set forth in this Contract, and as set forth in the District's Request for Proposal, Contractor shall furnish all labor, materials, services, transportation, and equipment necessary to provide the asbestos and lead abatement services described in the District's Request for Proposal.
- 1.04 Additional Services. Notwithstanding the services described above, the District may request, and Contractor may agree to perform other services. The scope of such services and compensation shall be agreed to in writing, signed by both parties and shall become a part of this Agreement.
- 1.05 Compensation. The total amount to be paid under this Contract for all the work set forth in Section 1.03 above shall not exceed \$[INSERT AMOUNT] in accordance with Exhibit B attached hereto and incorporated herein by this reference ("Total Contract Price"). This price includes all costs for labor, materials, tools, equipment, services, warranty, taxes, insurance, overhead, profit and all other costs necessary to perform the work in accordance with this Contract.
- 1.06 Billing. Compensation shall be paid to Contractor upon completion of the project and receipt and approval by District of invoices setting forth in detail the services performed. District shall pay Contractor within thirty (30) days after approval of the invoice by District staff.
- 1.07 Time for Performance. After the Contract has been executed by District, Contractor shall begin work after the effective date of the Notice to Proceed issued by District and shall diligently prosecute the work from the effective date of the Notice to Proceed.
- a. All work under this contract shall be completed before the expiration of ten (10) calendar days from the commencement date specified in the Notice to Proceed. If Contractor shall be delayed in the work by the acts or neglect of District, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the District, or by any cause which the District shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the District may decide.
 - b. If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to the District, as liquidated damages and not as a penalty, \$500.00 per day for each calendar day after the expiration of the Contract Time that the Work remains incomplete.
- 1.08 Contractor's Representations. To induce District to enter into this Agreement Contractor makes the following representations:

- a. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Request for Proposals.
- b. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. The contractor is familiar with and is satisfied with all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Contractor has carefully studied the TES Asbestos and Lead Inspection Report dated 02/202024 attached hereto as Exhibit F
- e. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- f. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- g. The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

2. GENERAL WORK REQUIREMENTS

- 2.01 Standards. Contractor shall provide contracted services in the manner specified in the District's Request for Proposal incorporated herein by reference and in conformance with the general work requirements set forth herein. All services shall be performed by Contractor's or under the Contractor's supervision. All services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by Contractors in in contractors field of expertise.
- 2.02 Public Convenience. The contractor shall conduct its operations to offer the least possible obstruction and inconvenience to the public and to owners of abutting property.
- 2.03 Traffic Control Measures. Contractors shall provide appropriate vehicular, pedestrian and bicycle traffic control measures. All work shall be planned and conducted so that there is the least possible inconvenience to vehicular and pedestrian and bicycle traffic, including deliveries to adjacent properties.

2.04 Sound Control Requirements. The contractor shall comply with all local sound control and noise level rules, regulations and ordinances that apply to any work performed pursuant to the Contract. Unless otherwise provided in writing, work shall be limited to Monday - Friday from 7:00 a.m. to 4:00 p.m.

2.05 Safety Requirements. The contractor shall comply with all safety requirements prescribed by applicable federal, state, and local laws and regulations to ensure the safety and health of those working and the local community. Contractor shall assume all responsibility for public safety during the prosecution of the work and all such costs shall be included in the Contract price. Whenever Contractor's operations create a condition hazardous to traffic or to the public, it shall furnish, erect, and maintain, at its expense, such fences, barricades, lights, signs, and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public.

3. CONTRACTOR'S RESPONSIBILITIES

3.01 Responsibility for Damage. The contractor shall be responsible for any loss or damage that may happen to the work and for any loss or damage to any of the materials or other things used or employed in performing the work.

3.02 Indemnification and Hold Harmless. Contractor shall indemnify, defend and save harmless District, and its officials, officers, employees, volunteers and agents against all suits, claims or losses (including attorneys' fees and expenses) that may be based on any injury or damage to, or death of any person or any damage to property that may occur, or that may be alleged to have occurred, arising from the performance of this Contract by Contractor, its subcontractors or employees, whether or not it shall be claimed that the injury was caused through an act or omission of Contractor, its subcontractors, employees or other agents, except for the sole negligence, active negligence or willful misconduct of District. The contractor shall, at its own expense, pay all charges of attorneys and all cost and other expenses arising or incurred in connection with such suits, claims, or losses. If any judgment shall be rendered against District in connection with any such suit, claim or loss, the Contractor shall at its own expense satisfy and discharge it.

3.03 Insurance. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property of the work hereunder by Contractor, his agents, representatives, and employees.

- a. Minimum Scope and Limits of Insurance. Coverage shall be placed with insurers admitted in California with a current A.M. Best's rating of not less than A: VII:
 1. Contractor shall maintain general liability insurance with limits no less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Contractor shall maintain automobile liability insurance with limits of no less than \$2,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of no less than \$1,000,000 per accident.

b. Other Insurance Provisions.

1. As to the general liability, automobile liability and builder's risk property insurance policies, District and their officers, officials, employees, agents, and volunteers are to be covered as additional insured pursuant to an endorsement to the policy. The coverage shall contain no special limitations on the scope of protection afforded to District, and their officers, officials, employees, agents, or volunteers.
2. For any claims related to this project, Contractor's insurance coverage shall be endorsed to be primary insurance as respects District, and their officers, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by District and their officers, officials, employees, agents, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
3. For worker's compensation coverage, the insurer agrees by endorsement to waive all rights of subrogation against District, and their officials, employees, and volunteers for losses arising from the work.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to San Miguel Consolidated Fire Protection District, its officers, officials, employees, agents, or volunteers.
5. Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to District.
7. Any deductibles or self-insured retentions must be declared to and approved by District.

3.04 Payment of Taxes. The Contract prices paid for the work shall include full compensation for all taxes which Contractor is required to pay, whether imposed by Federal, State, or local government, including, without being limited to, Federal excise tax. No tax exemption certificate or any document designed to exempt Contractor from payment of any tax will be furnished to Contractor by District, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract. Contractor shall withhold and pay all sales and use taxes, withholding taxes, whether State or Federal, Social Security taxes, State Unemployment Insurance charges and all other taxes that are now or hereafter may be required to be paid or withheld under any laws.

3.05 Permits and Licenses Contractor covenants and declares that it has obtained all certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, county, District or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Contract. The contractor shall comply with all permits applicable to the work. The contractor has and shall maintain the appropriate State Contractor's License, pursuant to Chapter 9 of Division 3 of the California Business and Professions Code.

3.06 Labor Code Requirements. Attention is directed to the following requirements of the Labor Code:

- a. Labor Non-Discrimination. Contractor shall comply with Section 1735 of the Labor Code which provides Contractor shall not discriminate against any employee who is employed on the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status or sex of such persons, except as provided in Section 12940 of the Government Code.
- b. Prevailing Wages. Contractor shall comply with California Labor Code Sections 1770 to 1780, inclusive.
- c. Payroll Records. Contractor's attention is directed to the following provisions of Labor Code Section 1776. The contractor shall be responsible for the compliance with these provisions by his subcontractors. Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.
- d. Workers' Compensation. Pursuant to the requirements of Section 1860 of the California Labor Code, Contractor will be required to secure the payment of workers' compensation to his employees in accordance with the provisions of Section 3700 of the Labor code. By signing this Contract, Contractor certifies the following:

"I am aware of the provisions of Section 3700 of the California Labor Code 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 I will comply with such provisions before commencing the performance of the work of this contract."

3.07 Warranty. Contractor warrants that all materials and work furnished (1) shall meet all requirements and conditions of District's Contract and manufacturer's warranty if any; (2) shall be free from defects in design, material; workmanship and methods of installation; and (3) shall be fit for the purposes intended. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and nonconforming. This warranty by the Contract is in addition to any warranties or guarantees required or provided by the manufacturer or supplier.

The contractor shall correct the work at its own expense promptly after written notice from District to do so and pay for any damage to other property resulting from such nonconforming work.

If Contractor fails to do so promptly, or in an emergency when delay could cause risk of damage or loss, then District take whatever actions are necessary to have the nonconforming work removed, replaced or corrected at the expense of Contractor and to recover its damages, costs and expenses, including withholding the amount from any payment that is due.

3.08 Independent Contractor Status. Contractor shall independently perform all work under this Contract and shall not be considered an agent or employee of District; nor shall Contractor's subcontractors or employees be considered as subagents of the District.

3.09 Hazardous Chemicals and Wastes. Should any release, discharge, leakage, spillage, emission or pollution of any hazardous chemicals or wastes occur due to Contractor's work, then Contractor at its sole cost shall clean all affected property to the satisfaction of District and any governmental body with jurisdiction. The contractor shall immediately report any such release to the Director of Public Works. If the performance of the work outlined by these Contract Documents creates any hazardous waste, Contractor shall properly dispose of such wastes in full accordance with federal, state, and local laws, at its expense.

3.10 Compliance with Laws. All work performed by Contractor under this Contract shall be in accordance with applicable federal, state, and local requirements, including, but not limited to all Cal/OSHA requirements and environmental laws and laws regarding disposal of hazardous wastes.

3.11 Non-collusion Declaration. By executing this Contract, Contractor declares that only persons or parties interested in this Contract are those named in Contractor's Proposal and that such proposal was not made in the interest of or on behalf of any undisclosed person, firm or organization; that the proposal was genuine and not collusive or sham; that the signatory to this Contract has not directly or indirectly induced or solicited others to put in a sham proposal, or to refrain from proposing; and that the signatory to this Contract has not in a manner sought by collusion to secure for itself an advantage over other potential proposers.

3.12 Conflicts of Interest. Contractor covenants and declares that other than this Contract, it has no holdings or interests within the District or business holdings or agreements with any official, employee or representative of District and shall disclose any such holdings or interests to District in writing.

3.13 Discrimination Prohibited. Contractor covenants and agrees that in performing the services required under this Contract, Contractor shall not discriminate against any person based on race, color, religion, sex, sexual orientation, national origin, ancestry, age, or disability.

4. GENERAL PROVISIONS

4.01 Termination. District shall have the right to terminate Contractor's right to proceed with some or all the work and may terminate this Contract at any time by providing written notice thereof. In the event of termination, District shall pay Contractor for the

reasonable value of services rendered by Contractor prior to termination; provided, however, District shall not in any manner be liable for lost profits which might have been made by Contractor had the contract not been terminated or had Contractor completed the services required herein. The foregoing is cumulative and does not affect any right or remedy that District may have in law or equity.

4.02 Controlling Law and Venue. District and Contractor agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of or otherwise relating to this Agreement shall be filed and maintained in the County of Merced.

4.03 Assignment and Subcontracting. Neither this Contract nor any interest herein nor any claim hereunder may be assigned or subcontracted by Contractor either voluntarily or by operation of law, without the prior written consent of District. No such consent shall relieve the Contractor of its obligations to comply fully with the requirements of this Contract.

4.04 Records. The contractor will permit District to audit, examine, and make copies of all contracts, invoices, materials, payroll records of personnel, conditions of employment and or data relating to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Contract.

4.05 Waiver. Failure of District to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies or to properly notify Contractor in the event of breach, or the acceptance of or payment for any good hereunder, shall not release Contractor of any of the warranties or obligations of this Contract and shall not be deemed a waiver of any right of District to insist upon strict performance hereof.

4.06 Notices. All notices, writings or correspondence as required by this Contract shall be directed to Districts Project Manager and Contractor, respectively, as follows:

To the District Project Manager

George Tockstein
11226 Oak Creek Dr.
Lakeside, CA 92040
gtockstein@cox.net

To the Contractor:

[NAME AND ADDRESS OF CONTRACTOR]

- 4.07 No Personal Liability. No member, official or employee or contractor of District shall be personally liable to Contractor or any successor in interest in the event of any default or breach by District or for any amount which may become due to Contractor or successor on any obligation under this Contract.
- 4.08 Entire Agreement. This Contract contains the entire agreement of the parties with respect to the subject matter of this Contract. Any modifications to this Agreement shall be in writing.
- 4.09 Authority to Contract. Contractor covenants and declares that it has obtained all necessary approvals to bind Contractor to this Contract and that the representative signing the Contract is authorized to do so.
- 4.10 Integration. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.
- 4.11 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and District and approved as to form by the District Attorney.
- 4.12 Severability. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.
- 4.13 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Attachments, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the District's Request for Proposals, the Contractor's Proposal.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

[Signature block begins on next page]

(NAME OF CONTRACTOR)

Date:

by;
Title:

San Miguel Consolidated Fire
Protection District, a California
Special District

By: Andy Lawler, Fire Chief

ATTEST:

BOARD CLERK:

Shayna Rians, Board Clerk

APPROVED AS TO FORM:

Tyree Dorward District Attorney