CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

INVITATION FOR BID (IFB)

FOR

Ornamental Iron Fence Panels, Posts
and Gates for Slide Gate at
Station 84, Pittsburg, CA

IFB #: 2303-03

Release Date: March 17, 2023
Bid Due Date: MARCH 31, 2023 no later than 3:00 P.M. PDT

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
ADMINISTRATIVE SERVICES
REGINA RUBIER
CHIEF OF ADMINISTRATIVE SERVICES
4005 PORT CHICAGO HIGHWAY, STE. 250
CONCORD, CALIFORNIA  94542
General Information

Contra Costa County Fire Protection District is seeking to acquire the following:

- Provide and install professional grade slide gate with battery back-up and magnetic sensor kit onto a steel pad and post on the secure side of fence, mounted to face the wall next to the building and raise the operator above grade.
- Provide and install telescopic hardware kit.
- Provide and install vehicle detection loop system consisting of one free exit loop and one outside reverse/safety loop; loop detectors need included.
- Provide and install monitored photo beams across gate opening and stacking area to help prevent against entrapment and compliance with UL325 Safety Standard.
- Provide and install monitored safety edges on the support posts for safety compliance.
- Provide and install digital keypad on mounting post, multi-code receiver to work with the existing transmitters, Knox 3502 Fire Department access key switch.
- Furnish and installation of low voltage control wiring in conduit that Fire District’s electrical contractor will install.

Site Address:

1903 Railroad Avenue, Pittsburg, CA 94565
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</tbody>
</table>
Section I: Introduction

A. Purpose
The purpose of this Invitation for Bid (IFB) is to solicit bids from contractors to supply and install ornamental iron fence panels, posts and gates for a slide gate at Station 84 in Pittsburg, CA. The telescopic slide gate encompasses:

- Approximately 160 linear feet of 6-foot-tall commercial grade California style fence panels with 2 ½” square posts dug and set in concrete footings.
- One 6-foot-tall telescopic slide gate with 4 inch square posts and dual angle iron slide tracks bolted to existing concrete, gate and adjacent fence to have expanded metal to prevent reach thru and possible pinch hazard.
- One single swing gate, 6-foot-tall by 42 inches wide with 4 inch square posts, gate to have standard weld on hinges, latch to be Kaba Simplex EE 1000 series with push button code.
- Pick up and haul off soils.

B. Background
Contra Costa County was incorporated in 1850 as one of the original 27 counties of the State of California, with the City of Martinez as the County Seat. It is one of the nine counties in the San Francisco-Oakland Bay Area. The County contains 19 incorporated cities and is the ninth most populous county in California, with its population exceeding 1,000,000 as of January 1, 2011. The County provides a wide variety of services, which are administratively organized into nine areas: general government, public protection, health and sanitation, public assistance, education, public ways and facilities, recreation and culture, debt service and capital outlay.

The Contra Costa County Fire Protection District is soliciting bids from contractors to provide electrical and site work for a slide gate at Station 84 in Pittsburg, CA. See Scope Service under Section IV in this IFB.

C. Calendar of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>IFB release date</td>
<td>March 17, 2023</td>
</tr>
<tr>
<td>Last day to submit written questions</td>
<td>March 22, 2023 no later than 3:00 P.M. PST</td>
</tr>
<tr>
<td>Bid due date</td>
<td>March 31, 2023 no later than 3:00 P.M. PST</td>
</tr>
</tbody>
</table>
D. **Registration**
   Firms must be registered with the County. See Exhibit E attached.

E. **Questions**
   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 3 p.m. (Pacific Time) on March 22, 2023. 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.cccfpd.org/business-with-confire/](https://www.cccfpd.org/business-with-confire/) without identifying the original source of the question.

   Firms should rely only on written statements issued by:

   Regina Rubier, Chief of Administrative Services
   Contra Costa County Fire Protection District
   4005 Port Chicago Highway, Concord, CA 94520 Phone: (925)941-3300 X1205; Email rrubi@cccfpd.org
Section II: Instructions to Bidders

A. Format
All bidders are required to submit the following documents completed and signed where necessary.

- Cover Letter – Signed by an authorized representative of the company
- Statement of Experience – See Exhibit A
- Bid Price – See Exhibit B
- Customer References – See Exhibit C
- Anti-Collusion Statement – See Exhibit D
- Contra Costa County Business Opportunity Registration Form – See Exhibit E
- Addenda Acknowledgement – See Attachment A
- Federal, State, and local permits and licenses
- Certificate of Insurance with Endorsement Letter

B. Proposal Submission
Response to this IFB MUST deliver one original, four (4) additional printed copies, and an electronic copy (saved to a flash drive) of their proposals no later than 3 p.m. (Pacific Time) on March 31, 2023 to:

Regina Rubier, Chief of Administrative Services
Contra Costa County Fire Protection District
4005 Pacific Coast Highway
Concord, CA  94520
Contact Information: (925)941-3300 X1205
rrubi@cccfpd.org

- Late submittals WILL NOT be accepted – NO EXCEPTION
- Fax submittals WILL NOT be accepted – NO EXCEPTION

C. Customer References
Respondents shall provide a minimum of three (3) references. Please see Exhibit C.

D. Licenses and Permits
Respondents shall possess all licenses, registrations and permits required by the State of California and the County of Contra Costa. Such licenses and permits are to be submitted to the County with the proposal or prior to the contract signing date.

E. Proposal Expenses
Respondents shall be fully responsible for all costs incurred in the development and submission of this IFB.
F. **Proposer Responsibility**
The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this IFB. No special consideration will be given after bid proposals are opened because of a proposer’s failure to be knowledgeable as to all of the requirements of this IFB.

G. **Interpretation**
Should any discrepancies, omissions, or doubt as to their meaning be found in the IFB specifications or requirements, the Respondent shall notify the Fire District in writing via e-mail at rrubi@cccpd.org. The Fire District will send written instructions or addenda to all participants in the IFB process. The Fire District shall not be responsible for oral interpretations.

H. **Reservation**
The Fire District reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all proposals without indicating any reasons for such rejection
- Terminate this IFB and issue a new Request for Proposals anytime thereafter
- Extend any or all deadlines specified in the IFB, including deadlines for accepting proposals by issuing an Addendum at any time prior to the deadline for receipt of responses to the IFB
- Procure any services specified in the IFB by other means
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or other data available to the Fire District. Such disqualification is at the sole discretion of the Fire District
- Reject the proposal of any Respondent that is in breach of or in default under any other agreement with the Fire District
- Reject any Respondent deemed by the Fire District to be non-responsive, unreliable, unqualified or non-responsible

I. **Truth and Accuracy of Representation**
False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal.

J. **Sub-Contract and Assignment**
The Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under the Contract, or before the Contractor may assign the Contract or monies due or to become due, by operation of law or otherwise.
K. Addenda
   No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addenda to be posted on the District’s website.

L. Addenda Acknowledgement
   All addenda shall include an acknowledgement of receipt that must be returned. The addenda must be signed and attached to the final response. Failure to attach any addendum may result in the rejection of the response. See Attachment A.

M. Non-Collusion
   By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work. See Exhibit D attached.
Section III: Scope of Service
The Contra Costa County Fire Protection District is seeking to supply and install ornamental iron fence panels, posts and gates a slide gate at Station 84 in Pittsburg, CA.

Specifications:
1. The installation encompasses:
   • Approximately 160 linear feet of 6-foot-tall commercial grade California style fence panels with 2 ½” square posts dug and set in concrete footings.
   • One 6-foot-tall telescopic slide gate with 4 inch square posts and dual angle iron slide tracks bolted to existing concrete, gate and adjacent fence to have expanded metal to prevent reach thru and possible pinch hazard.
   • One single swing gate, 6-foot-tall by 42 inches wide with 4 inch square posts, gate to have standard weld on hinges, latch to be Kaba Simplex EE 1000 series with push button code.
   • Pick up and haul off soils.

Bidder Minimum Qualifications:
1. Bidder shall be regularly and continuously engaged in the business of providing general contracting services for at least five (5) years.
2. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this Invitation for Bids (IFB).

Requirements:
1. Quoted Price Must Include:
   • All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
   • Taxes and freight charges:
     1) The prices quoted shall be the total cost the Fire District will pay for this contract including sales, use, or other taxes, and all other charges.
     2) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by the County, will be paid by the Fire District unless expressly included and itemized in the bid.
   • All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
   • Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
Section IV: Evaluation and Selection Criteria

A. Selection Process
Each bid will be independently evaluated for completeness by staff and will be reviewed and scored based on the following criteria:

- Total bid amount including tax, delivery, destination, and any other ancillary charges
- Thoroughness of compliance with itemized bid specifications
- Evaluation of alternate submittals of equal to or better products
- Bidder qualifications
- The selection will be made to the lowest responsive and responsible bidder who meets the requirements of these specifications, terms, and conditions herein
- After evaluating all bid submittals, the lowest qualified bidder will be determined

B. Tie Bids
In the event that an identical price is received from two or more responsive and responsible bidders, the Fire District may re-advertise for bids or the successful bidder may be determined by the casting of lots with the tie bidders in public at a date and time set by the Fire Chief or his designee.

C. Protest
In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Fire Chief in care of:

Lewis Broschard, Fire Chief
Contra Costa County Fire Protection District
4005 Port Chicago Highway
Suite 250
Concord, CA 94520

D. Disposition of Bids
1. Upon bid opening, all documents submitted in response to this IFB becomes the property of the Fire District, and will be regarded as public records under the California Public Records Act (Government Code Section 6250) and subject to review by the public.
Selection V: Billing and Payment

A. Payment Terms
   Contractor shall submit a correct and complete invoice(s) to the Fire District after the Fire District accepted the deliverables. Payment terms are Net 30 days or best offer, after receipt of correct invoice.

B. Bid Pricing
   Pricing offered by the bidder will be final and firm fix.

C. Extension of Price
   In the case of error in the extension of process in the bid, the unit price will govern. In a lot bid, the lot price will govern.
Exhibit A: Statement of Experience

SECTION A

Business Name: __________________________________________  Phone #: _____________________
Address: _____________________________________________________________________________
City: ______________________________________________________________________________ State: ________ ZIP: _____________
Federal Tax ID #: __________________________________ Business License #: ___________________________

Business Status:

_____ Non Profit Corporation

_____ Corporation  State of Incorporation:_____________________

_____ General Partnership

_____ Limited Partnership

_____ Sole Proprietorship

Other: ______________________

Name and title of an Officer or owner authorized to sign this proposal and any contract with the Fire District that may result.

Name: __________________________________________ Title: ______________________

SECTION B

Number of years in business under present business name: ______________________________

Other Business Name(s): ________________________________________________________________

Number of years under prior name if any: ______________________________________________

SECTION C

Number of years of experience in providing required, equivalent, or related projects: ____________
SECTION D

Similar services/projects completed during the last five years?

<table>
<thead>
<tr>
<th>Period</th>
<th>Services</th>
<th>$ Amount Paid</th>
<th>Location</th>
<th>Agency Name</th>
</tr>
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SECTION E

Have you, or your agency failed or refused to complete a contract?   _____ YES  _____ No

If yes, explain: ____________________________________________________________
________________________________________________________________________
________________________________________________________________________

SECTION F

Is your firm authorized to do business in the State of California?             _____ Yes  ______ No

SECTION G

Is your firm a State of California registered small business?   ______Yes   ______No

SECTION H

Is your firm local Business?   _____Yes   _____No
SECTION I

Explain any litigation similar to the services requested by this proposal involving you, or your agency, or any principal officer(s) thereof:

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

SECTION J

Has your company filed any written declaration for bankruptcy protection, a potential merger or acquisition, office closure, pending lawsuits, financial loss that might affect your ability to perform under the contract?  _________ Yes _________ No (if yes, please explain): _____________________

_______________________________________________________________________________

_______________________________________________________________________________

___________________________________________________________________________________

__________________________________________________________________________________

SECTION K

License Provisions

Has your company changed names or license numbers in the past 10 years? If so, please state reason for change.  Yes_____  No_____  

Reason ____________________________________________________________
SECTION L

List the names and titles of the key personnel who would be assigned to the Project.

<table>
<thead>
<tr>
<th>Name</th>
<th>Classification</th>
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</table>

SECTION M

List all required business and professional licenses that pertain to this Project:

<table>
<thead>
<tr>
<th>License Number</th>
<th>Type</th>
<th>Expiration Date</th>
</tr>
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</table>

SECTION N

Do you and your agency agree to provide additional information as required by the Fire District to make an informed determination of qualifications?  

_____ Yes  _____ No

By signing this Statement of Experience, you are certifying that all information provided on this form and contained within your proposal are true, and you acknowledge that if the proposal contains any false statements, the Fire District may declare any contract or agreement made as a result of the proposal to be void.

Signature: ___________________________ Date: __________________

Authorized Name: ______________________ Title: ___________________
Exhibit B: Bid Price

The Contra Costa County Fire Protection District is seeking to acquire the installation of one telescopic slide gate at Station 84 in Pittsburg, CA.

1. The installation encompasses:
   - Provide and install professional grade slide gate with battery back-up and magnetic sensor kit onto a steel pad and post on the secure side of fence, mounted to face the wall next to the building and raise the operator above grade.
   - Provide and install telescopic hardware kit.
   - Provide and install vehicle detection loop system consisting of one free exit loop and one outside reverse/safety loop; loop detectors need included.
   - Provide and install monitored photo beams across gate opening and stacking area to help prevent against entrapment and compliance with UL325 Safety Standard.
   - Provide and install monitored safety edges on the support posts for safety compliance.
   - Provide and install digital keypad on mounting post, multi-code receiver to work with the existing transmitters, Knox 3502 Fire Department access key switch.
   - Furnish and installation of low voltage control wiring in conduit that Fire District’s electrical contractor will install.

I have read, understood, and agreed to the terms and conditions of all contents of this RFP. The undersigned agrees to furnish the service stipulated in the RFP as stated.

SIGNATURE: ___________________________

Name:_________________________________

Company: _____________________________

Address: ______________________________

________________________________

Telephone:_____________________________

Date: _________________________________

Email: ________________________________
Exhibit C: Customer References

<table>
<thead>
<tr>
<th>Government Agency:</th>
<th>Contact Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Tel. Number:</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>Email Address:</td>
</tr>
<tr>
<td>Services Provided / Date(s) of Service:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Government Agency:</th>
<th>Contact Person:</th>
</tr>
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<tbody>
<tr>
<td>Address:</td>
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<tr>
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<td>Email Address:</td>
</tr>
<tr>
<td>Services Provided / Date(s) of Service:</td>
<td></td>
</tr>
</tbody>
</table>

Firm Name: __________________________________________________________

Authorized Name: ____________________________ Title: ___________________

Authorized Signature: __________________________ Date: __________________
Exhibit D: Anti-Collusion Statement

By signing this form, the Bidder agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,


NAME OF FIRM: ______________________________________________________________

[Sign in ink in the space provided below]

SIGNED BY: ____________________________________________________________________

TITLE: ______________________________________________________________________

ADDRESS: ___________________________________________________________________

CITY & STATE: __________________________________________________________________

TELEPHONE: ___________________________________________________________________
Exhibit E: CCC Business Opportunities Registration

Place Holder

See Attached
Contra Costa County Business Opportunities

REGISTRATION AND CERTIFICATION FORM

If you are interested in receiving information regarding upcoming business opportunities with Contra Costa County, please fill out the form below. Your information will be included in the County’s SBE and Outreach Databases and used by County departments to: 1) notify you regarding upcoming contracting and bidding opportunities and/or 2) certify your firm as a Small Business Enterprise (if applicable).

### SECTION 1 – CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Name of Firm (Print)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address (City, State)</td>
<td>(Zip Code)</td>
</tr>
<tr>
<td>Mailing Address (City, State)</td>
<td>(Zip Code)</td>
</tr>
<tr>
<td>Contact Numbers (Check preferred)</td>
<td></td>
</tr>
<tr>
<td>□ Business Phone Number ( ) --</td>
<td></td>
</tr>
<tr>
<td>□ Cell Phone Number ( ) --</td>
<td></td>
</tr>
<tr>
<td>Fax Number ( ) --</td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td></td>
</tr>
<tr>
<td>Employer Identification # (if applicable)</td>
<td></td>
</tr>
</tbody>
</table>

### SECTION 2 – WORK CONDUCTED BY FIRM  (Generally describe what your firm does)

- Vendor/Supplier
- Consultant/Service Provider
- Construction
- Other (If none of the above categories apply)

### SECTION 3 – DESCRIPTION OF BUSINESS

<table>
<thead>
<tr>
<th>Description of Business Type (Check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Small Business Enterprise (SBE) – independently owned and operated; cannot be dominant in its field of operation; must have its principal office located in California; must have its owners (or officers in the case of a corporation) domiciled in California; AND together with affiliates, be either: a business with 100 or fewer employees, an average annual gross receipts of $14 million or less over the previous three tax years, or a manufacturer with 100 or fewer employees.</td>
</tr>
<tr>
<td>□ Minority Business Enterprise (MBE) - at least 51% owned and managed on a daily basis by one or more minorities who are citizens or lawful permanent residents of the United States and member(s) of a recognized ethnic or racial group AND its home office is located in the United States.</td>
</tr>
<tr>
<td>□ Women Business Enterprise (WBE) - at least 51% owned and managed on a daily business by one or more women who are citizens or lawful permanent residents of the United States AND its home office is located in the United States.</td>
</tr>
<tr>
<td>□ Disadvantaged Business Enterprise (DBE) - at least 51% owned and managed on a daily business by socially- and economically-disadvantaged individuals (pursuant to Section 3 of the Small Business Act). DBE certifications are used only for state- or federally-funded projects that have DBE goals or requirements.</td>
</tr>
<tr>
<td>□ Disabled Veteran Business Enterprise (DVBE) - at least 51% owned and managed on a daily basis by one or more disabled veterans of the military, naval, or air service of the United States with a service-connected disability of at least 10 percent, and who is also a resident of California; AND a sole proprietorship corporation or partnership with its home office located in the United States that is not a subsidiary of a foreign firm.</td>
</tr>
<tr>
<td>□ Local Business Enterprise (LBE) - principal place of business is located within the boundaries of Contra Costa County.</td>
</tr>
<tr>
<td>□ None of the above</td>
</tr>
</tbody>
</table>

Revised 08/02/2012
RegistrationCertForm 08022012
Contra Costa County Business Opportunities

REGISTRATION AND CERTIFICATION FORM

SECTION 4 – CERTIFICATION BY OTHER AGENCIES

State-Certified SBE: ☐ Yes ☐ No

State Certification #: ____________________________

If “Yes,” please attach documentation.

Are you certified with any other agencies as a: Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Disabled Veteran Business Enterprise (DVBE), or Disadvantaged Business Enterprise (DBE): ☐ Yes ☐ No

If “Yes,” please list agency AND attach documentation:

SECTION 5 – ACKNOWLEDGEMENT OF COUNTY’S USE OF BUSINESS INFORMATION

The undersigned acknowledges and agrees that the information provided in this form may be included in the SBE and Outreach databases maintained by or for the County, including the e-Outreach system described below.

SECTION 6 – UPDATING CONTACT INFORMATION AND BUSINESS STATUS

Firms interested in business opportunities with Contra Costa County are strongly encouraged to register on the e-Outreach system maintained for the County at: https://www.bidsync.com. Although the information contained in this form will be added to that system, firms are encouraged to register and update their information on the above website to 1) provide more detailed information regarding their area of work, and 2) ensure that they continually receive notices about business opportunities with Contra Costa County.

Your firm’s registration with Contra Costa County will be valid for three years from the date this form is entered into the County’s database. After that three-year period, your firm will be required to either confirm or update the information contained herein.

SECTION 7 – CERTIFICATION OF BUSINESS INFORMATION

The undersigned certifies and swears under penalty of perjury that all information contained in this form is true and correct. Any material misrepresentation will be grounds for terminating any purchase orders or contracts which may be or have been awarded as well as deleting the business from the online SBE and Outreach databases maintained by the County and the County’s database contractor.

By ____________________________ Print Name ____________________________ Title ____________________________

______________________________ Signature ____________________________ Date ____________________________

Return this Self-Certification Form to: Contra Costa County
Public Works, Purchasing Division
255 Glacier Drive
Martinez, CA  94553
Fax: 925-313-2150

For clarification or assistance with this form, please contact: Contra Costa County
Purchasing Division
Phone: 925-313-2157
Attachment A: Addenda Acknowledgement

TO BE RETURNED WITH REQUEST FOR PROPOSAL

RFP No.: _______________ Title: ________________________________________________

ADDENDUM ACKNOWLEDGEMENT (Please initial for addendums received)

Addendum #1: _______________  Addendum #3: _____________________
Addendum #2: _______________  Addendum #4: _____________________

Company Name: _____________________________________________________________

Contact Name: _______________________________________________________________

Email Address: ____________________________________________ Phone No.: _________

Address:____________________________________________________________________

___________________________________________________________________________

Authorized Signature: _________________________________________________________

Date: _______________________________________________________________________


Attachment B: CCC General Conditions

Place Holder

See Attached
1. **SPECIAL TERMS.** These special terms are incorporated below by reference.

(See Secs. 2, 3) Parties: Public Agency -- **Contra Costa County Fire Protection District**

Contractor --

Use complete legal name of Contractor.

Effective Date:

(see Section 4 for starting date.)

(See Sec. 3) Project Name

Project No.

Located:

The work to be done generally consists of:

(See Sec. 4) Completion Time:

(See Sec. 5) Liquidated Damages: Waived by agreement of the Parties

(See Sec. 6) Public Agency's Agent:

(See Sec. 7) Contract Price:

(See Sec. 8) Federal Taxpayer's I.D. or Social Security No.:
2. SIGNATURES & ACKNOWLEDGEMENT.

PUBLIC AGENCY

By: ______________________________________________________________

Louis T. Broschard III,
Fire Chief, or designee

CONTRACTOR

Contractor, hereby also certifying awareness of and compliance with Labor Code Sections 1861 and 3700 concerning Workers' Compensation Law,

SIGNATURE A

By: ______________________________________________________________

(official capacity: ____________________________) (fill in)

SIGNATURE B

By: ______________________________________________________________

(official capacity: ____________________________) (fill in)

Note to Contractor: If Contractor is a corporation, two officers must sign this Contract. The first signature (Signature A) must be that of the chairperson of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313). If Contractor is a limited liability company, two managers must sign this Contract. (Corporations Code Section 17703.01). The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ____________________________

On _________________________________________________________________________________________________________________________ (Date),

before me, ______________________________________________________________________________________________ (Name and Title of the Officer),

personally appeared ________________________________________________________________________________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

__________________________________________________________________________________________

Signature of Notary Public (Seal)

ACKNOWLEDGEMENT (by Corporations, Partnership, or Individual)

(Civil Code §1189)
3. WORK CONTRACT, CHANGES. (a) By their signatures in Section 2, effective on the above date, these parties promise and agree as set forth in this contract, incorporating by these references the material in Section 1, SPECIAL TERMS.

(b) Contractor shall, at his own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's plans, drawings and specifications and in accordance with the accepted bid proposal.

(c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 7, PAYMENT, without such an order.

4. TIME; NOTICE TO PROCEED. Contractor shall start this work as directed in the specifications or the Notice to Proceed; and shall complete it as specified in Section 1, SPECIAL TERMS.

5. LIQUIDATED DAMAGES; UTILITIES. (a) If the Contractor fails to complete this contract and this work within the time fixed therefor, allowance being made for contingencies as provided herein, he becomes liable to the Public Agency for all its loss and damage therefrom, and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, SPECIAL TERMS, the result of the parties' reasonable endeavor to estimate fair average compensation therefor, for each calendar day's delay in finishing said work; and the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder.

(b) Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities. Public Agency will compensate the Contractor for the direct costs of locating, and repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

6. INTEGRATED DOCUMENTS. The plans, drawings and specifications or special provisions of the Public Agency's call for bids, and Contractor's accepted bid for this work are hereby incorporated into this contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by Public Agency's Agent specified in Section 1, SPECIAL TERMS.

7. PAYMENT. (a) For his strict and literal fulfillment of these promises and conditions, and as full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, SPECIAL TERMS, except that in unit price contracts that payment shall be for finished quantities at unit bid prices.

(b) On or about the first of each calendar month, the Contractor shall be paid for all work done through the 15th of the preceding calendar month, as determined by Public Agency or its Agent, minus 5% or any higher percentage specified in the bid documents pursuant to Public Contract Code Sections 7201 and 9203, but payment shall not be made until defective work and materials have been removed, replaced, and made good.

8. PAYMENTS WITHHELD. (a) The Public Agency or its Agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:

(1) Defective work not remedied, or uncompleted work, or
(2) Claims filed or reasonable evidence indicating probable filing, or
(3) Failure to properly pay subcontractors or for material or labor, or
(4) Reasonable doubt that the work can be completed for the balance then unpaid, or
(5) Damage to another contractor, or
(6) Damage to the Public Agency, other than damage due to delays.

(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

(c) 35 calendar days after the Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the contractor shows that all claims for labor and materials have been paid, no claims have been filed or reasonable evidence indicating probable filing, or late-recorded notices of liens or claims against Contractor.

9. INSURANCE. (Labor Code Secs. 1860-61) On signing this contract, Contractor must give Public Agency (1) a certificate of consent to self-insure issued by the Director of Industrial Relations, or (2) a certificate of Workers' Compensation insurance issued by an admitted insurer, or (3) an exact copy of duplicate thereof certified by the Director or the insurer, and (4) a certificate stating that Contractor is aware of the provisions of Section 3700 of the 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 that it will comply with such provisions before commencing the performance of the work of this contract. In accordance with Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees and comply with the Workers' Compensation Law.

10. BONDS. On signing this contract Contractor shall deliver to Public Agency for approval good and sufficient bonds with sureties, in amount(s) specified in the specifications or special provisions, guaranteeing his faithful performance of this contract and his payment for all labor and materials hereunder.

11. FAILURE TO PERFORM. If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workmen to complete this agreement and work as provided herein, for a period of 10 days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

12. LAWS APPLY. General. Both parties recognize the applicability of various federal, state, and local laws and regulations, especially Chapter 1 of Part 7 of Division 2 of the Labor Code (beginning with Section 1720, and including Sections 1735, 1775.7, and 1777.6 forbidding discrimination). The parties specifically stipulate that the relevant penalties and forfeitures provide in the Labor Code, especially in Sections 1775 and 1813 concerning prevailing wages and hours, as well as Section 1776 concerning certified payroll records, shall apply to this agreement. California Labor Code Section 1771.1(a) is hereby incorporated into this Contract as if fully set forth herein. Subject to the limited exceptions for bid purposes under Labor Code Section 1771.1(a), no contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5, and no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. SUBCONTRACTORS. Public Contract Code Sections 4100-4114 are incorporated herein.

14. WAGE RATES. (a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing rates of

CONTRACT (Page 3 of 4)
wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, classification, or type of worker needed to execute this Contract, and said rates are as specified in the call for bids for this work and are on file with the Public Agency, and are hereby incorporated herein (See attached prevailing wage rates applicable to this agreement).

(b) This schedule of wages is based on a working day of 8 hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.

(c) The Contractor, and all his subcontractors, must pay at least these rates to all persons of this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the Contractor shall immediately notify the Public Agency which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

15. HOURS OF LABOR. Eight hours of labor in one calendar day constitutes a legal day's work, and no workman employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

16. APPRENTICES. In accordance with Labor Code Section 1777.5, properly indentured apprentices may be employed on this work, and the Contractor is responsible for ensuring compliance with Labor Code Section 1777.5 for all apprenticeable occupations. Contractor shall comply with Labor Code Section 1777.6, which forbids discrimination in employment of apprentices.

17. DESIRE TO PROMOTE ECONOMY OF CONTRA COSTA. The Public Agency desires to promote the industries and economy of Contra Costa County, and the Contractor therefore is encouraged to use the products, workmen, laborers and mechanics of this County in every case where the price, fitness and quality are equal.

18. ASSIGNMENT. The agreement binds the heirs, successors, assigns, and representatives of the Contractor; but he cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

19. NO WAIVER BY PUBLIC AGENCY. Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of payments therefor, or any combination of these acts, shall not relieve the Contractor of his obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby estopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

20. HOLD HARMLESS & INDEMNIFICATION (a) Contractor promises to and shall defend, indemnify, save, and hold harmless the indemnitees from the liabilities as defined in this section 20.

(b) The indemnitees benefitted and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents, and employees, together with any additional persons and entities, if any, listed in Section 6 of the Special Provisions.

(c) The liabilities protected against are any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys’ fees, losses, or liabilities arising out of or in connection with the actions defined below for personal injury, sickness, disease, emotional injury, death, property damage (including loss of use), trespass, nuisance, inverse condemnation, patent infringement, or any combination of these, regardless of whether or not such liability, claim, or damage was foreseeable at any time before the Public Agency approved the improvement plans or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

(d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the Contractor, subcontractor(s), supplier(s), trucker(s), anyone for whose acts the Contractor may be liable, or any officer(s), agent(s) or employee(s) of one or more of them.

(e) The promise and agreement in this section 20 is not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s), drawing(s), specification(s), or special provision(s) in connection with this work or has insurance or other indemnification covering any of these matters.

(f) Except as prohibited by Civil Code Section 2782, the Contractor’s obligations under this section 20 shall exist regardless of the existence or degree of fault of the Public Agency or any indemnitee.

(g) The Contractor’s obligations under this section 20 shall extend to claims arising after the work is completed and accepted if the claims are related to alleged acts or omissions that occurred during the course of the work. Public Agency’s inspection is not a waiver of full compliance with these requirements.

(h) The Contractor and the Contractor’s insurance carrier(s) shall respond within 15 days to the tender of any claim for defense and indemnity by the Public Agency, unless this time has been extended by the Public Agency.

(i) With respect to third-party claims against the Contractor, the Contractor waives all rights of any kind to express or implied indemnity against the indemnitees.

(j) Nothing in this section 20 is intended to establish a standard of care owed to any third party or to extend to any third party the status of a third-party beneficiary.

21. EXCAVATION. Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

22. RECORD RETENTION. Except for records delivered to Public Agency, Contractor shall retain, for a period of at least five years after Contractor's receipt of the final payment under this contract, all records prepared in the performance of this contract or otherwise pertaining to the work, including without limitation bidding, financial and payroll records. Upon request by Public Agency, Contractor shall make such records available to Public Agency, or to authorized representatives of the state and federal governments, at no additional charge and without restriction or limitation on their use.

23. CONFLICT WITH BID. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this contract and the bid or proposal of said Contractor, then this contract shall control and nothing herein shall be considered as an acceptance of said terms of said proposal conflicting herewith.

24. USE OF PRIVATE PROPERTY. Contractor shall not use private property for any purpose in connection with the work absent a prior, written agreement with the affected property owner(s).

FORM APPROVED by County Counsel, (3-15).

Attachment: 1) FHWA 1273, Revised May 1, 2012
2) Federal Wage Determination: DBA WD# CA20190018, 5/3/2019 CA18

(G/design/PROJECTS/Contra Costa County Local Streets and Roads Preservation Project/CONSTRUCTION-2 - Award & Administration/Contract, Bay Cities Paving & Grading.doc)