



RANCHO SANTA FE FIRE PROTECTION DISTRICT

REQUEST FOR PROPOSAL

Septic System Replacement
RFP #002-2018

Proposals Due:
Sept 14, 2018, 4:00 PM PDT

Contact: Fred Cox
Phone: 858-756-6002
Email: cox@rsf-fire.org



Rancho Santa Fe Fire District REQUEST FOR PROPOSAL

PURPOSE:

Rancho Santa Fe Fire District (District) is seeking the service of an experienced and qualified Septic System Contractor with proven expertise in the installation of underground septic tank systems and leach fields.

PROJECT:

The services requested shall include all equipment, material, supplies, and labor to remove existing septic tank and to install a new septic system and drainage field per the Scope of Service (Attachment "D"). The Scope of Service - Exhibit "D" will become part of the executed agreement.

REQUEST FOR PROPOSAL (RFP) AND CONTRACT AWARD TIMELINE

Distributed RFP	8/14/18
Deadline to for Submittal questions Regarding	9/1/18 4:00 p.m.
Response to Questions	9/4/18 4:00 p.m.
Submission Deadline for Proposals	9/14/18 4:00 p.m.
Contractor Start	11/1/2018 Permits Pulled
Contractor Completion Date	12/15/2018

REQUIREMENTS AND DETAILS

Contractors participating in the RFP process must meet the following minimum qualifications to be considered:

1. The Contractor will be a financially sound company primarily engaged in professional replacement/installation of Septic Systems in the State of California.
2. Have successfully completed a minimum of five (5) projects of comparable size and scope to this project, within the past five (5) years with references provided in proposal.
3. The Contractor shall be able to provide personnel who have been fully trained in all phases of septic tank system installation. Contractor's personnel should also have familiarity with all types of components including abandoning in-place, installation of new septic tanks, plus installation of drip line drainage fields.
4. Contractor shall hold a valid State of California Contractors license plus any additional licenses required to complete the Scope of Work. Preference Contractors licenses will

have a C42 (Sanitation System) California Contractor's License and meet all current licensing and registration requirements, as may be required by the State of California Contractor State License Board (CSLB), the California Department of Industrial Relations (DIR) without any official unresolved record of complaints registered or filed with the California Department of Consumer Affairs

5. Able to provide proof of current insurance coverage in accordance with the District's insurance requirements as described in the sample Agreement shown in the TERMS AND CONDITIONS.
6. Able to sign the completed Agreement shown in the TERMS AND CONDITIONS, and Exhibit "C" "Price Form". District will not accept any requests for revisions to the Agreement terms.

SUBMISSION REQUIREMENTS

For the proposal to be considered responsive, the contractor must submit all information requested in this RFP in the proposal. Failure to submit all required information, forms and documents in the proposal may result in disqualification. Proposals must be submitted on or before the closing date and time. Proposals received after the closing date and time will be considered non-responsive. It is the contractor's responsibility to ensure that their proposal has been received by the District.

The following information, forms and documents are to be submitted with the Proposal:

1. **Services Detail Statement:** A scope of services that describes the Septic System Replacement as proposed by Contractor. This statement may be based on, but is not limited to, the information provided in the SCOPE OF SERVICES, Exhibit "D" of this RFP. The Services Detail Statement should be on company letterhead.
2. Contractor's Business Statement and References, Exhibit B: Provide details of contractor's company, references of relevant projects (minimum of 5) including comprehensive project/contract description, valid project contact information, qualifications and current pre-qualified vendor status. If necessary, extra pages may be attached to the provided form to expand on contractor's profile or references. Include copies of any required licenses or certifications, as separate attachments.
3. Two (2) copies of the contractors proposal must be mailed or hand-delivered to the following address in a sealed envelope in hardcopy on or prior to the Submission Deadline: Attention: Fred Cox.

Physical Address: Rancho Santa Fe Fire Protection District
18027 Calle Ambiente
Rancho Santa Fe, CA 92067

Mail address: Rancho Santa Fe Fire Protection District
P.O. Box 410
Rancho Santa Fe, CA 92067

4. Prices shall be valid for the term of the proposal contract and include all labor, equipment, materials, fees, traffic control, tools and equipment, transportation, overhead, travel, profit, insurance, sales and other taxes, license, incidentals, and all other related costs necessary to meet the work requirements described in "Exhibit D". Permit Fee cost will be paid for by the District.
5. PROPOSERS: Please show RFP 02-2018 RSF 6 Fire Station 6, ATTN: Fred Cox on the envelope containing your proposal.

It is the contractor's responsibility to confirm that the District is in receipt of proposal. Late proposals will not be accepted. **Emailed or Faxed proposals will not be accepted.**

EVALUATION PROCESS AND SELECTION CRITERIA

Selection of the Contractor will be based upon a competitive selection process. All elements of the pricing proposal will be considered include responsiveness of proposal and price. Criteria to be evaluated shall include the following:

1. Experience, references and past performance under a similar scope of Services.
2. Cost to perform the required services stated in the SCOPE OF SERVICES, Exhibit "D" and identified in the contractor provided Fee Schedule.
3. Contractor capabilities and references as related to the requirements in the Scope of Services.

PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720 et seq and 1770 et seq. which require the payment of prevailing wage rates and the performance on certain "public works" and "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, contractor agrees, to fully comply with such Prevailing Wage Laws, if applicable.

The contractor to whom a contract for the work is awarded shall comply with the provision of the California Labor Code. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. A copy of such prevailing wage rates shall be posted on the jobsite by contractor.

CONTRACTOR REGISTRATION

Contractors submitting proposals on this project must be registered with the Department of Industrial Relations pursuant to the requirements of Sections 1725.5 and 1771.1 of the California Labor Code. Contractor registration information can be found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Contracts entered into with any contractor in violation of Section 1771.1(a), shall be subject to cancellation by the District at the sole discretion of the District consistent with Section 1771.1(e).

Contractors submitting proposals on this project must be registered with the Department of Industrial Relations pursuant to the requirements of Sections 1725.5 and 1771.1 of the California Labor Code prior to submitting a Proposal.

DIR Registration numbers shall be provided by Contractor on **Contractor's Business Statement and References, Exhibit B**, when submitting Proposal.

Contractors submitting proposals on this project acknowledge that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

GENERAL

1. District is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of a proposal from any contractor in response to it. In particular, contractors shall note that District may:
 - a) Reject any proposal that does not conform to instructions and specifications, which are issued herein.
 - b) Not accept proposals after the stated submission deadline.
 - c) Waive any informality, irregularity, immaterial defects or technicalities in any proposals or other responses received.
 - d) Reject all proposals.
 - e) Cancel the RFP at any time.
 - f) Award a contract in connection with this RFP at any time.
 - g) Make no award of contract.
 - h) Negotiate agreement terms with the awarded contractor at the District's discretion.
2. District will not reimburse any organization for proposal preparation costs or other work performed in connection with this RFP, whether or not the contractor is awarded a contract. Proposals (including accompanying materials) will become the property of the District. Proposals will be held in confidence to the extent permitted by law. After award of a contract or after rejection of all proposals, the proposals will be public record subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.). District reserves the right to request additional information from prospective contractors prior to final selection and to consider information about a firm other than that submitted in the proposal.

3. All Proposals shall remain valid offers open for the District acceptance for a minimum of 120 days following the RFP due date.
4. Any changes, additions, or deletions to the RFP will be in the form of a written addendum issued by District's Purchasing Department and forwarded to all contractors. Except as stated in this provision, no person is authorized to amend or revise any part of this RFP, in any respect, either in writing or by oral statement.

QUESTIONS

Contractors are responsible for reading carefully and understanding fully the terms and conditions of this RFP. Requests for clarification or additional information must be made to the proper contact below before the deadline:

Fred Cox: (858) 756-6002

Email Question to cox@rsf-fire.org in the Subject line of email type "Septic Tank Replacement Service Question(s)"

Only written communications relative to this RFP shall be considered. It is incumbent upon contractors to verify District is in receipt of their questions. Misinterpretation of the contract documents by the contractor shall not relieve an awarded contractor of responsibility to perform the contract.

To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

Deadline to for Submittal questions	09/01/2018, 4:00 p.m.
Response to Questions	09/04/2018

TERMS AND CONDITIONS
CONTRACT FOR SEPTIC TANK REPLACEMENT SERVICE BETWEEN
RANCHO SANTA FE FIRE DISTRICT
AND
[CONTRACTOR]

THIS CONTRACT FOR SEPTIC TANK REPLACEMENT ("Contract") is entered into as of the day of _____ in the year _____, by and between Rancho Santa Fe District, an independent special district of the State of California hereinafter called "District," and _____ hereinafter referred to as "Contractor". District and Contractor are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

- A. District is a public agency of the State of California with the power to contract for services necessary to achieve its purpose. District owns certain property ("Property") described as; Fire Station 6 20223 Elfin Forest Road, Elfin Forest, CA 92029.
- B. Contractor desires to perform and assume responsibility for the provision of certain Septic System Replacement Services for the Property on the terms and conditions set forth in this Contract pursuant to this Contract and executed by the District and Contractor.
- C. Contractor represents that it is a professional Contractor, experienced in providing Septic Tank Replacement Services to public clients, and is familiar with the plans of the District.
- D. The work includes the abandonment of existing system and replacement with a new septic treatment system, disposal field, including all materials, supplies, labor and permit processing. Work will be consider complete after District inspection and final signoff of permit from the county of San Diego.

NOW, THEREFORE, the Parties agree as follows:

TERMS

1. GENERAL SCOPE OF SERVICES. Contractor promises and agrees to furnish to District all labor materials, tools, equipment, services, and incidental and customary work, as necessary, to fully and adequately provide the Septic System Replacement services for the Property as set forth in Exhibit "D". All Services shall be subject to, and performed in accordance with this Contract, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. TERM. The term of this Contract shall be four (4) months commencing on the date first set forth above, unless earlier terminated as provided herein. The District shall have the right, in its sole discretion, to extend the term for additional four (4) month period. Contractor shall complete the Services within the

term of this Contract and shall meet any other established schedules and deadlines set forth. All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract.

3. SCHEDULE OF SERVICES. Contractor shall perform the Septic System Replacement Expeditiously, within the term of this Contract, and in accordance with the schedule set forth in Exhibit "D" attached hereto and incorporated herein by reference.

4. INDEPENDENT CONTRACTOR; CONTROL AND PAYMENT OF SUBORDINATES. The Services shall be performed by Contractor under its supervision. Contractor will determine the means, method and details of performing the Services subject to the requirements of this Contract. District retains Contractor on an independent contractor basis and Contractor is not an employee, agent or representative of District. Contractor retains the right to perform similar or different services for others during the term of this Contract. Any additional personnel performing the Services under this Contract on behalf of Contractor shall not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

5. DISTRICT'S REPRESENTATIVE. District hereby designates _____, or his or her designee, to act as its representative for the performance of this Contract ("District's Representative"). District's Representative shall have the power to act on behalf of District for all purposes under this Contract. District's Representative shall also review and give approval, as needed, to the details of Contractor's work as it progresses. Contractor shall not accept direction from any person other than District's Representative or his or her designee.

6. CONTRACTOR'S REPRESENTATIVE. Contractor hereby designates _____, or his or her designee, to act as its representative for the performance of this Contract ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Contract and as described in scope of services.

7. COORDINATION OF SERVICES. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

8. STANDARD OF CARE; LICENSES. Contractor shall perform the Services under this Contract in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement from District, any Services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to the District for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the Contractor's errors and omissions. Any

employee of Contractor or its subcontractors who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

9. LAWS AND REGULATIONS. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to District, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

10. INSURANCE.

10.1 Time for Compliance. Contractor shall not commence work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section, except as otherwise agreed by District in writing. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause.

10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

10.2.1. Insurance Limits: Contractor shall maintain minimum limits of insurance of no less than:

(1) *General Liability:* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limit;

(2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and;

(3) *If Contractor has any employees, Workers Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the District to add the following provisions to the insurance policies:

10.3.1 General Liability. The general liability policy shall be endorsed to state that: (1) the District, its governing board, directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its governing board, directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled

underlying coverage. Any insurance or self-insurance maintained by the District, its governing board, directors, officials, officers, employees and agents shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

10.3.2 Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its governing board, directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its governing board, directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its governing board, directors, officials, officers, employees and agents shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

10.3.3 Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its governing board, directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

10.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its governing board, directors, officials, officers, employees and agents.

10.3.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its governing board, directors, officials, officers, employees, agents and volunteers.

10.4 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. If the District does not approve the deductibles or self-insured retentions as presented, Contractor shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its governing board, directors, officials, officers, employees and agents; or, (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

10.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VIII, licensed to do business in California, and satisfactory to the District.

10.6 Verification of Coverage. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

10.7 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work, except as otherwise approved by the District in writing. In addition, Contractor shall furnish

separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, except as otherwise approved by the District in writing.

10.8 Reporting of Claims. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

11. SAFETY. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, including State of California, Department of Industrial Relations (Cal/ OSHA) regulations, Cal/EPA and U.S./EPA, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

12. FEES AND PAYMENT.

12.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Contract at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation to be provided under this Contract, pursuant to this Contract shall not exceed _____. The total compensation shall not exceed said amount without the written approval of the District's Representative.

12.2 Payment of Compensation. Contractor shall submit to District a statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

12.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

13. ACCOUNTING RECORDS. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Contract. All such records shall be clearly identifiable. Contractor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Contract. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Contract for a period of four (4) years from the date of final payment under this Contract. **14.**

14. TERMINATION OF AGREEMENT.

14.1 Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Contract at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof. Contractor may not terminate this Contract except for cause.

14.2 Effect of Termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to District through the effective date of the termination, and Contractor shall be entitled to no further compensation.

14.3 Additional Services. In the event this Contract is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

15. INDEMNIFICATION.

15.1 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. If this Contract is subject to Civil Code section 2782, the only limit to Contractor's indemnification obligation shall be that required by Civil Code section 2782 exempting Contractor from indemnifying District against District's sole or active negligence or willful misconduct.

15.2 In addition, Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this Section that may be brought or instituted against District or its Board, members of the Board, employees, and authorized volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its Board, members of the Board, employees, and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its Board, members of the Board, employees, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its Board, members of the Board, employees, and/or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its Board, members of the Board, employees, or authorized volunteers.

16. PREVAILING WAGES. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

17. PAYROLL RECORDS. In accordance with the requirements of California Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to District, forfeit not more than one hundred dollars (\$100.00) for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor.

18. EMPLOYMENT OF APPRENTICES. This Contract shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on this project.

18.1 If California Labor Code Section 1777.5 applies to the Services, Contractor and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Contractor or any subcontractor for the employment and training of apprentices. Upon issuance of this certificate, Contractor and any subcontractor shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

18.2 The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Contractor.

19. HOURS OF WORK. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Contractor or the Services are not subject to the Eight-Hour Law. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

20. GENERAL.

20.1 Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Contract or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either Party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Contract of any applicable law or ordinance.

20.2 Integration and Counterparts.

20.2.1 This document represents the entire and integrated agreement between District and Contractor and

supersedes all prior negotiations, representations, and agreements, either written or oral.

20.2.2 This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

20.2.3 This document may be amended only by written instrument signed by both District and Contractor.

20.2.4 Contractor understands that this is not an exclusive Contract and that District shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the District desires.

20.3 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Riverside, State of California. In the event of any such litigation between the Parties, the prevailing Party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

20.4 Binding On Successors. All representations, covenants and warranties set forth in this Contract, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

20.5 Delivery of Notices. All notices required hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof as follows:

DISTRICT:

Rancho Santa Fe Fire District
P.O. Box 410
Rancho Santa Fe, CA 92026
Attn: Fred Cox

CONTRACTOR:

Any notice so given shall be considered served on the other Party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

20.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Contract.

20.7 Time of Essence. Time is of the essence for each and every provision of this Contract.

20.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Contract, the language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all

personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Contract. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Contract. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Contract.

20.9 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to rescind this Contract without liability. For the term of this Contract, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

20.10 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

20.11 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

20.12 Authority to Enter Agreement. Contractor has all requisite power and

SIGNATURES NEXT PAGE

**CONTRACT FOR SEPTIC TANK REPLACEMENT SERVICE
BETWEEN
RANCHO SANTA FE FIRE DISTRICT AND [CONTRACTOR]**

IN WITNESS WHEREOF,
District and Contractor have executed
this Contract on the day and year first above written.

RANCHO SANTA FE FIRE DISTRICT:

AUTHORIZED SIGNATURE:

Date

CONTRACTOR:

AUTHORIZED SIGNATURE:

Date

EXHIBIT "A"

PHOTOS OF SITE

Photo #1 – General Aerial Overview



Photo #2 – Drainage Field and Barrier Rocks - Rocks Moved to Leading Edge of Drainage Field



Photo #3 – Existing Septic Tank Location



Photo #3 – Approximate Location of New Tank and Treatment System



EXHIBIT "B"

BUSINESS STATEMENT AND REFERENCES

This form must be completed and signed by the Contractor proposed to participate in this award. Attach additional copies of this form as required.

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Fax No.: _____

Contact Person's Name: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Business License No.: _____ City: _____

State: _____ Expiration Date: _____

Federal ID No. or Social Security No.: _____

DIR Registration Number: _____

Company representative authorized to sign contracts.

<u>Name</u>	<u>Official Capacity</u>	<u>Telephone</u>

Signature

Date

REFERENCES

A minimum of four (4) references of similar size contracts.

	REFERENCE NO. 1
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
	REFERENCE NO. 2
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
	REFERENCE NO. 3
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
	REFERENCE NO. 4
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
PROJECT NAME	
COMPLETION DATE	

EXHIBIT "C"
PRICE FORM

All associated costs with this RFP shall be submitted on this Bid Form. The prices quoted shall include all fees including design, permitting, labor, profit, sales tax, and any or all other fees to provide a finished Septic System to the District.

No alterations or changes of any kind to the Bid Form(s) are permitted. RFP responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFP process.

ITEM	DESCRIPTION	COST
1.	MATERIALS COSTS	\$
2.	LABOR COSTS	\$
3.	ESTIMATED PERMIT COSTS	\$
TOTAL PROJECT COST		\$

PAYMENT SCHEDULE	
1.	50 percent of project cost after delivery of all materials to job site.
2.	Remaining balance of project cost upon meeting terms of RFP.
3.	Permits: Cost of permit fees ONLY paid by Districts upon submission of receipt.

1. How soon after the award can you start the project?

2. How many days to complete the project?

SIGNATURE NEXT PAGE

The undersigned as Proposer, declares that the only persons or parties interested in this proposal is made without collusion with any person, firm or corporation. Your signature on this document, should you be awarded the contract as defined in this RFP, signifies that you have fully read and understood this proposal and will comply with all specifications, conditions, unit prices, terms, and delivery of the proposal unless otherwise noted in the "exceptions" portion of the proposal.

NAME ANN ADDRESS OF FIRM:

AUTHORIZED SIGNATURE:

_____ Date _____

EXHIBIT "D"

SCOPE OF SERVICES

The scope of services includes all work and associated costs to abandon and remove existing septic tank and install a new 1500 gallon septic tank, Advantex AX20 (or latest model) processing unit, pumps, controllers and drip line disposal field, as specified. Contractor shall provide and install all materials needed for a fully function septic system per attached design requirements.

1. Remove existing concrete septic tank and replace it with a new 1000 gallon traffic rated pump chamber, sewage ejection pump and materials and affect a proper installation to existing building. Install 4" tight line or force main to new septic tank and treatment unit. Install sewer cleanouts every 100 feet.
2. Provide sewer stub out for proposed new building.
3. Installation of a new septic tank, controllers, connection lines, per approved design drawings.
4. Installation of disposal field per approved design drawings. Provide barrier protection to restrict vehicle traffic over disposal field - provided by moving existing on site rock (photo 2) to the leading edge of disposal field.
5. Contractor shall run all electrical service for sewage pumps and telecommunication lines required and for system monitoring as required.
6. Backfill and finish grade.
7. Restoration and re-vegetation: Restoration shall consist of restoring the grade to match the pre-construction grade. All excess fill generated is to be spread throughout the job site unless specified otherwise. Landscape is to be graded to rough finish.
8. Asphalt patch repair as required for existing tank removal and installation of tight line.
9. The Contractor will identify the cost to provide remote monitoring and annual maintenance for a period of (2) years.
10. Contractor shall be responsible for obtaining locations for all underground utilities in the construction areas. The Contractor shall make such investigations as he deems necessary to verify the actual field conditions. The Contractor shall take sole responsibility for damage to any utility line encountered whether or not located on the drawings, as well as paying for the cost of fines and/or revenue lost by a utility company resulting from outages.
11. Work will be considered complete after final District inspection and a final inspection and sign off approval from the County of San Diego Department of Environmental Health.
12. The Septic System replacement will be a prevailing wage job.
13. Contractor shall be responsible for all permit submittals, obtaining all required permits, and scheduling all inspections with the County of San Diego.

The District is looking for work to be performed between the estimated start date of Nov 1, 2018 and complete the project by Dec 15, 2018, if possible.

ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

Contractor shall provide all labor, equipment, tools, chemicals, and supervision required to perform all work including, but not limited to:

1. Protective clothing and equipment required per the type of work.
2. All necessary County, and State permits and/or licenses for equipment and personnel.
3. Contractor shall be responsible for the acquiring all necessary permits for completing the scope of work to be performed. Prior to commencing work, contractor shall provide the District evidence of all applicable permits, including permits issued by the State, County and City having jurisdiction over the work. Fees for County of San Diego County Permits will be paid for by the Fire District separate from the costs as identified in the RFP.
4. Contractor shall comply with District insurance requirements.
5. Contractor shall warranty all work for a minimum period of two (2) years.
6. Contractor work crews shall perform work in a safe, orderly, and professional manner.
7. Contractor shall have work crew wearing garment that identifies worker as an employee of contractor.
8. Contractor is responsible for site safety and security for employees and any materials equipment.
9. Post notice stating this worksite is a nonsmoking and drug free workplace.
10. Exclusion of costs such as "Rock" or "Unknown" additional costs shall be identified in the Contractors proposal.
11. Work shall not be considered complete until final sign off by the County of San Diego and final inspection by a Fire District representative to ensure work is completed per the terms of this RFP.
12. Contractor shall provide training orientation as to any maintenance or operational procedures/conditions of the newly installed system.