

***RANCHO SANTA FE  
FIRE PROTECTION DISTRICT***



**REQUEST FOR PROPOSALS**

**For**

**Fire Station 6 Roof Replacement and Reinforcement  
to Support Roof Mounted Solar System**

# REQUEST FOR PROPOSALS

## Fire Station 6 Roof Replacement and Reinforcement to Support Roof Mounted Solar System

### TABLE OF CONTENTS

#### SECTIONS

1.0	INTRODUCTION
2.0	DISTRICT BACKGROUND
3.0	SPECIAL CONSIDERATIONS
4.0	PROPOSAL REQUIREMENTS
5.0	SUBMITTAL REQUIREMENTS
6.0	PRE-SUBMITTAL ACTIVITIES
7.0	CONTRACTOR NOMINATION AND SELECTION PROCESS
8.0	EVALUATION CRITERIA
9.0	SCHEDULE FOR NOMINATION, SELECTION, AND AWARD
10.0	SPECIFIC REQUIREMENTS TO CONTRACT WITH THE DISTRICT
11.0	SPECIAL CONDITIONS
12.0	PROTESTS

#### ATTACHMENTS

- A. Scope of Work
- B. Non-Collusion Affidavit
- C. Background Information (CD)
  - 1. Fire Station 6 Overview

# REQUEST FOR PROPOSALS

## 1.0 INTRODUCTION

Rancho Santa Fe Fire Protection District is requesting proposals from a qualified firm (contractor and roofing engineer) to design and install a new roof engineered and reinforced to support a roof mounted solar system at Rancho Santa Fe Fire Protection District, Fire Station 6 located at 20223 Elfin Forest Road, Elfin Forest, CA 92029.

The roof shall include any and all materials, including, but not limited to, new structural members engineered to support a roof mounted solar system, plywood sheeting, fire rated cover board, and/or metal roof, weather proofing features, pipe flashings, vents, turbine vents, metal ridge cap's, edge system, rain gutters, etc. for Fire Station #6. The scope of this project is to provide all labor, engineering, materials, tools, equipment, taxes, insurances, permits, and design for the installation of a new roof engineered to support a roof-mounted solar system. The new roof will be fireproof/weatherproof and provide a clean aesthetically pleasing edge system with rain gutters. The roof shall be slopped the same as the existing roof and designed to mount a solar system on the south facing aspect of the roof surface.

The District will not provide reimbursement to contractors for any costs and expenses incurred in connection with this Request for Proposal, including the costs of performing the feasibility analysis required for submission of a Proposal.

## 2.0 DISTRICT BACKGROUND

Rancho Santa Fe Fire Protection District is a taxpayer funded California Special District providing full-service fire protection and emergency medical services to the unincorporated San Diego County communities of Rancho Santa Fe, Fairbanks Ranch, 4-S Ranch, Del Dios, Harmony Grove, and Elfin Forest. The District is governed by a five member Board of Directors. The Fire Chief and staff implement the policies approved by the Board of Directors and handle the agency's day-to-day operations.

The District is committed to environmentally responsible long term energy efficiency and this project is one of seven potential energy projects

## 3.0 SPECIAL CONSIDERATIONS

### 3.1 PROJECT GOALS AND OBJECTIVES

The intent of the District is to achieve the following goals and objectives by pursuing the installation of a new roof system at Fire Station 6:

- If needed, remove and dispose of existing roof surface, remove any existing pipe flashings, turbine vents, and metal ridge caps.
- Install additional structural members to provide engineered support for a roof mounted solar system mounted on the south facing aspect of the roof.
- Install a covering to provide fire/mold resistance, and insulation.
- Install a weatherproof roof surface.
- Install new pipe flashing, turbine vents, and ridge caps.

- Install edge system with rain gutters.
- To contract with a qualified firm (Contractor) to design, engineer, and install a new roof designed to support a roof mounted solar system at Rancho Santa Fe Fire Protection District, 20223 Elfin Forest Road, Elfin Forest, CA 92029.
- To weatherproof Fire Station #6 preventing any water from entering the station from the roof.
- To provide an engineered surface to support a roof mounted solar system.
- To drain rainwater away from the fire station preventing any damage to the station and dry, easy access for personnel and visitors.

### 3.2 Project Schedule

The Contractor is to provide, as part of the Proposal, a detailed implementation schedule for the described solar system project indicating milestones and timing for each task. The project shall not exceed 120 days from the date the District enters into a contractual agreement with the Contractor.

## 4.0 **PROPOSAL REQUIREMENTS**

Written Proposals shall include a discussion of the Contractor's approach to the project; clearly and concisely explain their proposed business structure; identify key personnel; and propose project plan and schedule.

### 4.1 General

- 4.1.1 The Proposal should be concise, well organized, and demonstrate the Contractor's understanding of the project.
- 4.1.2 Contractors will be evaluated on the information submitted in accordance with Section 4.0 Proposal Requirements.

### 4.2 Contents

Proposals submitted in response to this RFP shall be in the following order and shall include:

#### 4.2.1 Executive Summary

Include a one-to-two-page overview of the entire project describing the highlights of the Proposal.

#### 4.2.2 Identification of the Contractor

- Legal Name and address of the Contractor
- Name and address of the principal place of business.
- Legal status of the Contractor (sole proprietorship, partnership, corporation, joint venture, etc.). If the Contractor is a joint venture or partnership, identify the members and provide all information required under this section for each member.

- If the company is wholly owned subsidiary of a parent company, identify the parent company.
- Address(es) of office(s) located in San Diego County, if applicable.
- Number of years company has maintained and office in San Diego County, if applicable.
- Number of employees in San Diego County, if applicable.
- Name, title, address, telephone number, and email address of person to contact concerning the Proposal.

#### 4.2.3 Project Team

- Name of Contractor.
- Name of project manager and a description of the person's experience as it applies to this project.
- A brief description of the roles and responsibilities of key team members dedicated to this project including an organizational chart.
- Names of subcontractors and people from those firms dedicated to this project.

#### 4.2.4 Experience

Proposals shall include the following information:

- Overview of the Contractor's commercial roof and structural member engineering, design, and installation experience.
- Overview of the Contractor's experience providing roof installations for governmental entities.

#### 4.2.5 References

List a minimum of 3 commercial references for comparable commercial projects installed by the contractor.

Include for each reference project listed:

- Exact role the Contractor performed for the project (e.g. material supplier, lead contractor, design, consulting, etc.)
- Location
- Project description
- Customer name and contact information
- Date installed and date operational
- Project cost

Additionally, the Contractor will answer the following questions whether associated with the 3 references or not:

- Has the Contractor or any executive officers of Contractor been party to a lawsuit, arbitration, or other legal or insurance claim, (each a “Claim”) involving Contractor’s work or the performance of any equipment installed by Contractor? If so, provide a summary of the issues and the status of the matter, including, but not limited to, the names of the parties, date of the claim, applicable case number, court, and resolution.
- Has the Contractor had any contracts terminated for cause or convenience? If so, explain the reason(s) for the termination.
- Has the Contractor or organization ever been dismissed or suspended from doing business with any governmental entity? If so, provide a summary of the issue(s).
- Has the Contractor or organization ever been subject to liquidated damages? If so, provide an explanation.

#### 4.2.6 Technical Approach and Product/Technology Description

Contractor shall either a) state that their roof system will comply with all of the requirements of this RFP, or b) list the items that would not comply with, and the reason(s) why.

Describe the technology (or technologies) proposed for this project including the following information:

- Provide all drawings, after award of contract, as necessary for permitting.
- Provide engineering documents to show roofs ability to support a roof mounted solar System in high wind conditions.
- Provide a list of parts and material needed for the project.
- Provide roofing material description, brand, model number, manufacturer’s annual degradation rate, length of manufacturer’s warranty, etc.

For each technology described above, define the maximum wind speed that the technology has been tested for and the testing authority.

#### 4.2.7 Site-Specific Roof Replacement Proposal

Contractors shall have the opportunity to visit the Fire Station 6 site prior to the submittal of their proposal. Contractors are asked to submit site-specific drawings and technical proposals.

A. Performance Guarantee

The Contractor shall provide the District an industry standard roof and structural member warranty including parts and workmanship.

4.2.8 Qualifications

Proposals must provide information that clearly demonstrates the ability of the contractor to deliver the services outlined in the Scope of Work (Attachment A). The District is interested in establishing a relationship with a contractor that has:

- Demonstrated extensive experience in the successful installation of multiple commercial roofing systems.
- Established a local office or project manager (or intends to if selected).

4.2.9 Financial Capacity

Proposals should include the Contractor's audited financial statements for the most recent year. In lieu of audited financial statements, Contractor shall demonstrate bonding capacity to accommodate the magnitude of the District's project. The Contractor should describe their bonding capacity and name the relevant sureties or insurance companies that serve as its payment and performance bonding agent.

4.2.10 Contractual Compliance with Warranty Requirements

The Contractor shall provide a written statement indicating commitment to the minimum warranties outlined under Scope of Work.

4.2.11 Construction Contract

Successful Contractor shall be required to enter into a Construction Contract with the District in a form provided by the District. See **Attachment B**. A model contract will be posted to the District's website prior to bid submission deadline. The Construction Contract shall be executed within ten (10) days after the notice of award by the District. The Construction Contract shall provide that (i) the District may execute a notice to proceed within five (5) days after the contract is executed, (ii) the Contractor shall start work within forty five (45) days after the date of the notice to proceed, (iii) the work shall be completed within one hundred and twenty (120) days of the notice to proceed, and (iv) liquidated damages of Two Hundred and Fifty Dollars (\$250.00) shall be incurred for each calendar day of unauthorized delay in completion of the work. Significant modifications to the District's standard Construction Contract may be cause for selection of one firm over another.

4.2.12 Price Proposal

One pricing sheet is to be prepared and submitted as part of this Proposal. Cost effectiveness of the site-specific proposal is included in the evaluation criteria and will be included in negotiations with the selected Contractor.

4.2.13 Addenda to this RFP

Contractor shall confirm in its Proposal the receipt of all addenda issued to this RFP. Contractor is not required to include copies of the actual addenda in its Proposal.

## 5.0 **SUBMITTAL REQUIREMENTS**

All Proposals must be in strict conformity with the RFP documents, including addenda. Contractors shall submit as follows:

- 5.1 All Proposals shall be submitted as an executed original and two (2) copies in a sealed envelope or one electronic copy via e-mail to [Mickelson@rsf-fire.org](mailto:Mickelson@rsf-fire.org).
- 5.2 The Proposal shall be clearly labeled: "PROPOSAL FOR FIRE STATION 6 ROOF PROJECT – DO NOT OPEN WITH REGULAR MAIL."
- 5.3 The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Contractor.
- 5.4 The Proposal must be received at the following address or via e-mail no later than:

**Monday, September 9, 2024 @ 2:00 P.M.**

Rancho Santa Fe Fire Protection District

Office of Battalion Chief Jim Mickelson

**(In-Person)** 18027 Calle Ambiente, Suite 101, Rancho Santa Fe, CA 92067

**(Mail)** PO Box 410, Rancho Santa Fe, Ca. 920267

**(E-Mail)** [Mickelson@rsf-fire.org](mailto:Mickelson@rsf-fire.org)

### **(BID OPENING WILL PROCEED IMMEDIATELY AFTER DEADLINE FOR SUBMISSION)**

- 5.5 Submittals may be mailed, hand delivered, or e-mailed. In either case, it shall be the Contractor's sole responsibility to ensure their Proposal is received no later than the close of submittal date and time indicated.
- 5.6 Proposals and/or modifications thereto received subsequent to the hour and date specified above will not be considered and will be returned unopened to the proposer.
- 5.7 Failure to comply with the requirements of this RFP may result in disqualification.

## 6.0 **PRE-SUBMITTAL ACTIVITIES**

### 6.1 Questions Concerning the RFP

All questions regarding the RFP should be presented in writing to:  
Rancho Santa Fe Fire Protection District

ATTN: Battalion Chief Jim Mickelson  
PO Box 410,  
Rancho Santa Fe, CA 92067  
(442)232-0134  
Email: [Mickelson@rsf-fire.org](mailto:Mickelson@rsf-fire.org)



6.2 Pre-Proposal Meeting

A pre-proposal meeting and site tour will occur @ **9:00 A.M. to 12:00 PM on Thursday August 8, 2024** at:

Rancho Santa Fe Fire Protection

District Fire Station 6

20223 Elfin Forest Road, Elfin Forest, CA 92029.

This will be the only opportunity extended to tour the site. Therefore, contractors are strongly encouraged to attend the pre-proposal meeting and site tour.

6.3 Revision to the RFP

The District reserves the right to revise the RFP prior to the date Proposals are due. Revisions to the RFP shall be distributed to all potential contractors. The District reserves the right to extend the date by which Proposals are due.

**7.0 CONTRACTOR NOMINATION AND SELECTION PROCESS**

7.1 In the event the District awards a contract, the District intends to select the contractor who is the lowest responsible bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness capacity, and experience to satisfactorily perform the work specified under the terms of this Request For Proposal.

7.2 **OPENING OF BIDS WILL OCCUR IMMEDIATELY AFTER THE SUBMISSION DEADLINE ON Monday September 9, 2024 @ 2:00 P.M.** The District will review Proposals received. References and qualifications of firms, based upon Proposal responses, will be verified.

7.3 Based on the Proposals received, the District will identify a list of responsible contractors most qualified for this project.

7.4 The selection may be based solely upon the content of the Proposal or the District may interview the most qualified contractors in order to clarify scope, intent, or technical details of the Proposal. The Fire Chief has the final authority for Contractor selection.

7.5 The Fire Chief will make the final recommendation to the Board of Directors of the Rancho Santa Fe Fire Protection District concerning the proposed contract. Final authority to approve the contract rests with the Board of Directors of the Rancho Santa Fe Fire Protection District.

7.6 The Request for Proposal (RFP) does not commit the District to enter into a contract, nor does it obligate the District to pay for any costs incurred in preparation and submission of responses in anticipation of a contract.

7.7 At its sole discretion, the District reserves the right to:

- Accept any Proposal deemed to be in the best interest of the District.
- Reject any or all Proposals.

- Waive any of the provisions of the RFP.
- Waive any technicalities or informalities in the RFP process.
- Negotiate with any, all, or none of the respondents to the RFP.
- Negotiate costs and/or any material aspect of the RFP.

7.8 All Proposals, inquiries, responses, or correspondence related to or in reference to this RFP and all reports, charts, displays, schedules, exhibits and other documentation submitted by proposer will become the property of District and will not be returned.

## **8.0 EVALUATION CRITERIA**

At a minimum, Proposals and contractor selection will be evaluated based on the following criteria: (See Section 4.0 – Proposal Requirements for detailed information).

- Cost effectiveness of the site-specific project includes but is not limited to: lowest initial cost, greatest economic benefits to the District over the anticipated service life of the project, quality and efficiency of proposed materials, stated guaranteed performance and production assurances.
- Overall completeness, clarity, and quality of the Proposal and responsiveness to the RFP.
- Qualifications and experience developing projects similar to this project.
- Ability for the Proposal to meet the District’s intended project goals and objectives.
- Project team and organizational approach.
- Demonstrated ability to design, construct, and install comparable commercial roof systems for public entities.
- Technical approach to site-specific projects.
- Demonstrated ability to meet 120-day implementation schedule.
- Financial condition of the Contractor.

## **9.0 SCHEDULE FOR NOMINATION, SELECTION, AND AWARD**

The District anticipates that the process for nominating and selecting a Contractor, and awarding the contract, will be according the following tentative schedule:

- 9.1 Advertise and issue RFP: **Monday July 1, 2024**
- 9.2 Pre-Proposal site visit: **Thursday August 8, 2024, 9:00 AM to 12:00 PM**
- 9.3 **Submission deadline/bid opening: Monday September 9, 2024 @ 2:00 P.M.**
- 9.4 Interviews (if needed): Week of **September 23, 2024**
- 9.5 Selection and notification: Week of **September 30, 2024**
- 9.6 Contract negotiation complete: Week of **October 7, 2024**
- 9.7 Approval of contract: **Wednesday October 16, 2024** (Scheduled RSF Board meeting)
- 9.8 Notice to Proceed: **Thursday October 17, 2024**

## 10.0 SPECIFIC REQUIREMENTS TO CONTRACT WITH THE DISTRICT

In order to comply with applicable laws and requirements, the District needs the following requirements to be met in order to approve any contract for service:

- 10.1 Licensed Contractor in good standing in the trade associated with the job.
- 10.2 Execute a contract with the District approved by the District.
- 10.3 Proof of surety (Performance) bond.
- 10.4 Liability Insurance policy that names the District as additional insured. Insurance shall be maintained throughout the period that work is being performed for the District.
- 10.5 Proof of Workers' Compensation insurance if employees are used.
- 10.6 Contractor must be registered with the California Department of Industrial Relations (DIR) for Public Works Projects (\$300 one-time fee, check Department of Industrial Relations Website: <http://www.dir.ca.gov/public-works/publicworks.html>)
- 10.7 Any Proposal or contract over \$1000 must state this is a **prevailing wage job**. It is the contractor's responsibility to determine the appropriate wage for the trade in this region and make appropriate adjustments to payroll. Further, as required by the DIR, the contractor is responsible to submit certified payroll records to the DIR.

## 11.0 SPECIAL CONDITIONS

### 11.1 Reservations

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a Proposal in response to this RFP, or to procure or contract for work. The District reserves the right to award this contract to the Contractor(s) determined to offer the quality, standards, and prices most advantageous to the interests of the District.

### 11.2 Public Records

All Proposals submitted in response to this RFP become the property of the District and under the Public Records Act (Government Code 6250 et. Seq.) are public records, and as such may be subject to public review. However, the District Proposals shall not be disclosed until negotiations are complete and a recommendation for selection and award is made to the Board of Directors. Pursuant to Administrative Code Section 4.04.180, the Proposals will be subject to public review at least 10 days before selection and award.

If a proposer claims a privilege against public disclosure for trade secrets or other proprietary information, such information must be clearly identified in the Proposal. Note that under California law, price Proposal to a public agency is not a trade secret. The successful Contractor shall be responsible for defending its determination that any redacted portions of the Proposal are confidential, trade secret, or otherwise not subject to disclosure. The Contractor shall defend, indemnify, and hold harmless the District from any and all claims arising from or relating to Contractor's determination that the redacted portions of the Proposal are confidential, trade secret, or otherwise not subject to disclosure.

### 11.3 Right to Cancel

The District reserves the right to cancel, for any reason, in part or in its entirety, this RFP including

but not limited to: selection schedule, submittal date, and submittal requirements. If the District cancels or revises the RFP, all proposers will be notified in writing by the District.

#### 11.4 Additional Information

The District reserves the right to request additional information and/or clarifications from any or all proposers to this RFP.

#### 11.5 Conflict of Interest

The Contractor is subject to all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices. The District has established a policy concerning potential conflict of interest in program management, design, and construction. This policy applies to all contractors and their proposed subcontractors.

#### 11.6 Public Information

Release of Public Information – Contractors desiring to release information to the public must receive prior written approval from the District.

#### 11.7 Insurance Requirements

The District requires contractors and vendors doing business with it to obtain insurance. Insurance requirements are as follows:

##### 11.7.1 Required Coverage

The successful Contractor shall be required to provide proof of insurance coverage in an amount not less than \$2,000,000 for General Liability, \$2,000,000 for Professional Liability, and \$1,000,000 for Automobile Liability. Further, proof of coverage for Worker's Compensation in California for an amount not less than \$1,000,000 is required. Contractor shall provide, within five (5) days after the Notice of Selection letter is issued, an original certificate of insurance and a separate endorsement naming the Rancho Santa Fe Fire Protection District and its employees and officers as additionally named insureds.

Insurance coverage shall be maintained in full force and effect for the duration of the contract and must be from a firm and in a format satisfactory to the District. Thirty (30) days written notice of cancellation is required.

##### 11.7.2 Indemnification

The selected Contractor shall be required to defend, indemnify and save harmless the District, its Board of Directors, employees, officers, agents, from any and all claims, demands, damages, costs, expenses, judgments or liability of any nature whatsoever which may result from this contract, except for claims, demands, damages, costs, expenses, or judgments resulting solely from the active negligence or willful misconduct of the District.

#### 11.8 Non-Collusion

Contractor shall not submit a Proposal on behalf of or in the interest of any undisclosed person, partnership, company, association, organization, or corporation. The Proposal shall be genuine and not collusive or a sham or false Proposal. Contractor shall not in any manner directly or indirectly with anyone seek to have others refrain from submitting a Proposal; shall not agree, communicate

or conference with anyone to fix any overhead, profit or cost element of the Proposal price, or to secure any disadvantage against the District or anyone interested in submitting a Proposal in response to this request. Contractor shall not submit any false statements and shall not pay any fee to any corporation, partnership, company, association, organization, or to any member or agent to effectuate a collusive or sham Proposal.

The Contractor shall sign an original Non-Collusion Affidavit (ATTACHMENT D) provided by the District.

## **12.0 PROTESTS**

12.01 – Protests must be in writing and must be received no later than seven (7) calendar days after the District issues the Notice of Intent to Award which will be posted on the District's website.

12.02 – The District will reject the protest as untimely if it is received after this specified time frame. Protests will only be accepted from Contractors who had submitted a bid proposal.

12.03 – If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the District within the RFP protest period.

12.04 – Bid protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the name and/or number of the bid, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protestor. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

12.05 – Bid protests must be addressed as follows and either mailed to Rancho Santa Fe Fire Protection District, ATTN: Battalion Chief Jim Mickelson FIRE STATION 6 ROOF PROJECT 18027 Calle Ambiente, PO Box 410, Rancho Santa Fe, CA 92067; or hand delivered to the above address.

12.06 – The District will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

12.07 – The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

# **ATTACHMENT A**

## **Scope of Work**

The District is seeking a firm (Contractor) to research, design, and install a cost effective replacement roof engineered and reinforced to support a roof mounted solar system. The District has evaluated the proposed site and determined the facility appears to have the potential to accommodate a roof mounted PV system which will require a new engineered roof to be installed to support the PV system.

In responding to this RFP, the Contractor will conduct a preliminary feasibility analysis and submit a completed pricing sheet for the project. This preliminary feasibility analysis shall be at no cost to the District. If the preliminary feasibility analysis determines that the project is viable the District may negotiate and enter into a contract with the selected Contractor.

The services provided by the Contractor shall include all tasks required to permit, design, fabricate, deliver, install, and commission the engineered roof.

The contractor shall visit the site and determine the local condition which may in any way effect the performance of the work; familiarize itself with all federal, state, and local laws, ordinances, rules, regulations, and codes affecting the performance of the work, including the cost of permits, and licenses required for the work; make such surveys and investigations, including investigate latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at its proposed price within the terms of the contract; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with the requirements of the contract.

The scope of services provided shall also include, but not be limited to all labor, taxes, services, and equipment necessary to produce a fully operational turnkey solar system at the District facility. In addition, the scope of services may include participation in public meetings as necessary to present project design information and respond to questions.

### **A. Design, Engineering, and Permitting**

The selected Contractor shall design/engineer the roof system to maximize weather/fireproofing and solar panel support at the District facility, taking into consideration the facility's existing site conditions, proposed future site improvements, applicable zoning ordinances, installation costs, and other relevant factors.

For the proposed site, the Contractor shall provide engineered design documents that communicate the following minimum information:

- Roof and structure member description
- Layout of installation
- Specifications for material procurement and installation
- All engineering associated with structural and mounting details
- Performance of all components

The Contractor shall submit design documents to the District as applicable for review and approval.

## B. Additional Requirements

1. The Contractor is responsible for the design for all elements of the project, including but not limited to: civil, structural, architectural, mechanical, and specialty consulting areas. Drawings shall be stamped by an Engineer registered in the State of California
2. The Contractor shall provide site surveys and geotechnical investigations to the extent necessary for final design. Survey information, if provided by the District will be of a preliminary nature and will not have sufficient accuracy or scope to support final design.
3. The Contractor shall provide design package for the District to review at the 50 percent and 100 percent design completion stage. Each design completion stage should include the following components:
  - a) The fifty percent (50%) design will include: a site plan, material information sheets; structural drawings.
  - b) The one hundred percent (100%) drawings shall be complete drawings ready for the District's Project Manager to review.

## C. Installation

The Contractor shall provide fulltime on-site supervision of work.

The Contractor shall supply all equipment, materials, and labor necessary to install the roof system.

## D. Operation and Maintenance Requirements

The vendor shall provide details of a maintenance and service agreement that outlines the schedule and scope of regular maintenance activities for the roofing system. This agreement should specify the response time for addressing any issues or malfunctions. The duration of the maintenance and service agreement should fall in line with industry standards.

The Contractor's operation and maintenance program shall include at a minimum the following:

- Repair and/or replacement of defective parts (including equipment and labor).

## E. Warranties

The selected vendor shall provide a comprehensive warranty for the structural member, roof, vents, gutters, and all components installed as part of this project. The warranty should cover defects in materials, workmanship, and guarantee the performance of the equipment over a specified period. The warranty period for the structural members, roof covering, weatherproofing, and all components shall fall within industry standards.

## L. Contractor's License

The Contractor installing and maintaining the solar system shall be properly licensed in the State of California. The Proposal shall clearly state the contractor's license information including the expiration date.

M. Codes, Standards, and Methodologies

All products and components herein must conform to applicable codes, standards, and methodologies including, but not limited to:

- Meet all County and Rancho Santa Fe building codes
- Must be able to withstand design wind speeds of at least 85mph (3-second gusts)
- All Occupational Health and Safety Administration (OSHA) directives



# **ATTACHMENT B**

## **CONTRACT TERMS**

### **1.0 – CONTRACT TERMS**

1.01 - The term of the contract, which may be awarded pursuant to this RFP, will be three hundred sixty (360) days, or sufficient time as agreed to in writing to deliver per requestor directions.

1.02 – This Agreement may be terminated for convenience by the District provided the Contractor is given written notice of not less than 30 calendar days. Upon such termination, the District shall pay the Contractor the amount owing for the products ordered and satisfactorily received by the District. This shall be the sole and exclusive remedy to which the Contractor is properly entitled in the event of termination by the District.

### **2.0 – EQUAL EMPLOYMENT OPPORTUNITY**

2.01 – All Contractors and their subcontractors performing work for the District must be Equal Employment Opportunity (“EEO”) employers, and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

2.02 – Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

2.03 – All Contractors shall include the nondiscrimination provisions above in all subcontracts.

### **3.0 – BOND**

3.01 – Upon award of contract, the successful Bidder shall furnish a good and approved faithful performance bond and/or payment bond in the full amount of the project.

3.02 – The bonds shall be executed by a sufficient, admitted surety insurer (as listed on website [http://interactive.web.insurance.ca.gov/webuser/idb\\_co\\_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)) admitted transacting such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will bearing the continuance of the Contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten days after notice.

If the Contractor fails to provide satisfactory sureties within the ten-day period, the Contract may be terminated for cause.

#### 4.0 – CONTRACTOR'S FINANCIAL OBLIGATION

4.01 – The Contractor shall promptly make payments to all persons supplying labor and materials used in the execution of the contract.

#### 5.0 – MATERIAL AND WORKMANSHIP

5.01 – All goods and materials must be new and of the specified quality and equal to an approved sample, if samples have been required. In the event any goods or materials furnished or services provided by the Contractor in the performance of the Contract fail to conform to the requirements, or to the sample submitted by the Contractor, the District may reject the same, and it shall become the duty of the Contractor to reclaim and remove item promptly or to correct the performance of services, without expense to the District, and immediately replace all such rejected items with others conforming to the Contract. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Project Manager may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Contract Documents.

5.02 – All materials furnished, and all work must be satisfactory to the Project Manager. Work, material, or machinery not in accordance with the Contract Documents, in the opinion of the Project Manager, shall be made to conform.

#### 6.0 – DEFECTIVE WORK

6.01 – The Contractor shall replace at its own expense any part of the work that has been improperly executed, as determined by the Project Manager. If Contractor refuses or neglects to replace such defective work, the District, at the expense of the Contractor, may replace it, and its sureties shall be liable therefore.

#### 7.0 – WARRANTY OF TITLE

7.01 – Contractor shall warrant to the District, its successors and assigns, that the title to the materials, supplies, or equipment covered by the contract, when delivered to the District or to its successors or assigns, is free from all liens and encumbrance.

#### 8.0 – WARRANTY OF FITNESS

8.01 – Contractor hereby warrants that all materials furnished shall meet the requirements and conditions of the Contract Documents; shall be fit for the purposes intended and fulfill its design functions; be free of all patent and latent defects in design, materials and workmanship; and perform satisfactorily. It is understood and agree that by acceptance of this warranty and the acceptance of the materials or supplies to be manufactured or assembled pursuant to these specifications, the District does not waive any warranty either implied in Sections 2312 to 2317, inclusive, of the Commercial Code of the State of California or any products liability of the Contractor as determined by any applicable decision of a court of the State of California or of the United States.

## 9.0 – SAFETY AND ACCIDENT PREVENTION

9.01 – In performing work under the Contract on District premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation.

9.02 – Contractor shall provide all facilities and shall follow all procedures required by the Occupational Safety and Health Act (“OSHA”) including, but not limited to, providing and posting all required posters and notices and shall otherwise be responsible for compliance with all other mandatory safety laws.

9.03 – Contractor shall take any additional precautions as the District may reasonably require them for safety and accident prevention purposes. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

- a) All employees on the work site and all other persons who may be affected thereby.
- b) All the work and all materials and equipment to be incorporated herein, whether in storage on or off the site, under the care, custody of control of the Contractor.
- c) Any of his subcontractors or sub-subcontractors; and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- d) Post notice stating this work site is a nonsmoking and drug free workplace.

9.04 – Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract or Contractor’s right to precede accordance with the default provisions of the Contract Documents.

9.05 – The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all necessary safeguards for safety and protection, including fall protection, posting danger signs and other warning against hazards, promulgating safety regulations and notifying Districts and users of adjacent utilities and erecting fences and gates to isolate work sites and prevent entry by unauthorized persons and erecting egress-ways and protective enclosures as required by site and building configuration or local conditions, to maintain access ways and pedestrian safety.

## 10.0 – CHARACTER OF WORKFORCE

10.01 – The Contractor shall employ none but skilled competent qualified personnel to perform the work and shall maintain discipline and order in the conduct of the work at all times.

## 11.0 - PREVAILING WAGES & DIR REGISTRATION

11.01 – This project is subject to prevailing wage and Contractors and Subcontractors performing such work shall be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted, nor any contract entered into without proof of the Contractor and Subcontractors’ current registration with the DIR (LC § 1771.1).

11.02 – To the extent applicable, pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section 1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at [www.dir.ca.gov](http://www.dir.ca.gov).

11.03 – The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by DIR or contain the same information required on the Department’s form.

## 12.0 – CHANGES

12.01 – Changes in the Work can only be made in writing signed by the identified Project Manager. If the change causes an increase in the contract sum, or a change in the time or performance under the Contract, an adjustment may be made as determined by the Project Manager.

12.02 – The District reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work contemplated. Any such changes will be requested in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding. FIRE STATION 6 SOLAR ENERGY GENERATION PROJECT 24

12.03 – Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor’s proposal shall include detailed estimates with costs breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown of off-site labor (including factory labor, engineering, etc.). The Contractor’s proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order preparation costs if the Contractor’s proposal is not accepted by the Project Manager.

12.04 – If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 workdays after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project

Manager with a detailed dispute. No payment will be made on the disputed work until the approved Change Order to the Project Manager with a detailed dispute. No payment will be made regarding the disputed work until the approved Change Order is returned to the Project Manager. However, whether the Contractor agrees with the terms and conditions of an approved Change order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.

12.05 – The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the Work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the Work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

### 13.0 – EFFECT OF EXTENSIONS OF TIME

13.01 – The granting, or acceptance, of extensions of time to complete the work or furnish the labor, supplies, materials, or equipment, or any one of the aforementioned will not operate as a release of Contractor or the surety on Contractor's faithful performance bond.

### 14.0 – DELAYS AND LIQUIDATED DAMAGES

14.01 – The Contractor shall take reasonable precautions to foresee and prevent delays to the work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays, the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay, the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact, and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manger's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but a FIRE STATION 6 **ROOF PROJECT** extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

14.02 – District and Contractor recognize that time is of the essence and District will suffer financial loss if the Work is not complete within the time specified above, plus any extensions thereof allowed. If the Contractor fails to perform the work within the specified time set forth in this agreement as adjusted pursuant to 14.01, the District and the Contractor agree that as liquidated damages, and not as a penalty, for delay in performance the Contractor shall pay the District in the amount of two hundred fifty dollars (\$250) for each and every calendar day that expires after (date TBD) where the work is not complete and ready for final payment. The District shall have the right to deduct liquidated damages from any amount due or that may become due to the Contractor, or to collect such liquidated damages from the Contractor or the surety.

14.03 – Such damages are uncertain in amount and difficult to measure and prove accurately. By executing this Contract, the Contractor agrees that the liquidated damages specified herein are reasonable in amount and are not disproportionate to actual anticipated damages. Liquidated damages do not include any sums of money to reimburse the District for extra costs, which the District may become obligated to pay on other contracts, which are delayed or extended because of Contractor's failure to complete the work within the time period as specified herein, including costs associated with the delay or interference with the Project. Liquidated damages are not intended to include litigation costs or attorney fees incurred by the District, or other incidental or consequential damages suffered by the District due to the Contractor's performance. If the District charges liquidated damages to the Contractor, this shall not preclude the District from commencing an action against the Contractor for other actual harm resulting from the Contractor's performance, including but not limited to, costs associated with the delay or interference with the project.

14.04 – In order to recover liquidated damages, the District is under no obligation to prove the actual damages sustained by the District due to the Contractor's delay in performance. The parties agree that liquidated damages shall be computed at the agreed upon rate for each calendar day later as identified in 14.02.

14.05 – The liquidated damages herein specified shall only apply to Contractor's delay in performance. Liquidated damages are intended only to compensate the District for additional personnel efforts in administering the Contract after normally scheduled completion dates, District inconvenience, lost opportunities, and lost confidence in government and moral of government when work is not completed on time

## 15.0 – TERMINATION

15.01 – The District may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:

- a) The Contractor becomes insolvent or files for relief under any bankruptcy laws of the United States.
- b) The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
- c) A receiver is appointed to take charge of the Contractor's property.
- d) The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
- e) The Contractor fails to make progress to endanger performance of the Work within the contractually required time.
- f) The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the District.
- g) The Contractor fails to provide the District with a written plan to cure a District identified default within five business days after the District's request for a plan to cure; the District does not accept the Contractor's plan for curing its' default; or the Contractor does not fully carry out an accepted plan to cure. FIRE STATION 6 SOLAR ENERGY GENERATION PROJECT 26
- h) The Contractor abandons the Work. Abandonment is conclusively presumed when the District requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the District's request.
- i) The Contractor materially fails to meet its obligations in accordance with the Contract Documents.

j) The Contractor is in default of any other material obligation under the Contract Documents.

15.02 – If any of the above events occur, the District may, in its direction, require that the Contractor submit a written plan to cure its default, which plan must be provided to the District within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.

15.03 – Upon any of the occurrences referred to in 15.01, the District may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the District may deem expedient. If requested by the District, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven (7) days of such request; and, if the Contractor fails to do so, the District may remove or store, and after 90 days sell, any of the same at the Contractor's expense.

15.04 – No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by the Contract Documents.

#### 16.0 – TERMINATION BY THE DISTRICT FOR CONVENIENCE

16.01 – The District may, at its options, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the District shall pay the Contractor as set forth below. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:

- a) Immediately discontinue its performance of the Contract to the extent specified in the notice.
- b) Place no further orders or subcontracts for materials, equipment, services, or facilities, except as necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
- c) Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
- d) Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance.

16.02 – Upon such termination for convenience, the District will pay to the Contractor the sum of the following:

- a) The amount of the contract sums allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
- b) Previously unpaid costs of any items delivered to the project site were already fabricated for subsequent incorporation into the Work.
- c) Any proven losses with respect to materials and equipment directly resulting from the termination.
- d) Reasonable demobilization costs.

16.03 – The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation, or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.

16.04 – Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor’s obligations as to bona fide obligations assumed by the Contractor prior to the date of termination.

16.05 – If the contract is suspended or terminated by the District because Contractor’s performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or the United States (“Force Majeure”), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

## 17.0 – DAMAGES

17.01 – All losses or damages to material or equipment to be furnished pursuant to the Contract Documents occurring prior to receipt and final acceptance of the Work shall be sustained by the Contractor. The Contractor shall sustain all losses arising from unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the Work, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents.

## 18.0 – ORDER OF PRECEDENCE

18.01 – In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.

1. Approved change orders.
2. Addenda.
3. RFP
4. Referenced Standard Specifications and Drawings.
5. Contractor’s Response Packet
6. With reference to drawings:
  - a. Numerical dimensions govern over scaled dimensions.
  - b. Detailed drawings govern over general drawings.
  - c. Addenda/Change Order drawings govern over contract drawings.
  - d. Contract drawings govern over standard drawings.
7. Notes apply to the drawing where the notes appear, unless classified as “typical” or intended to apply elsewhere in which case they apply to all drawings where the conditions or circumstance noted occurs. Typical details apply to all drawings unless a specific different detail is shown.

## 19.0 – INDEMNIFICATION/RESPONSIBILITY

19.01 – Contractor shall indemnify, keep and save harmless the District and each of its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

- a) Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this Contract; or
- b) Any allegation that materials or services developed, provided or used for this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual property of any third party.



19.02 – Contractor further agrees to defend, with counsel acceptable to District, any and all such actions, suits, or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgement is rendered, or settlement reached, against the District or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Contract.

#### 20.0 – PROHIBITION OF ASSIGNMENT

20.01 – The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties, or obligations under this Contract.

#### 21.0 – NEWS RELEASES

21.01 – The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

#### 22.0 – TRANSFER OF INTEREST

22.01 – Contractor shall not assign, transfer or otherwise substitute its interest in the Contract or any of the contract obligations without prior written consent from the District.

#### 23.0 – SEVERABILITY

23.01 – Should any part of the Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

#### 24.0 – COVENANT AGAINST GRATUITIES

24.01 – The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the District with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the District shall have the right to terminate the Contract, either in whole or part, and any loss or damage sustained by the District in procuring on the open market any items with Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any rights and remedies provided by law or in equity.

#### 25.0 – RIGHTS AND REMEDIES OF THE DISTRICT

25.01 – The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

## 26.0 – WAIVER OF RIGHTS

26.01 – The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

## 27.0 – WARRANTY

27.01 – Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material, and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance, payment, or contract termination for any reason, by the District. Bidder warrants that all work and services furnished hereunder shall be guaranteed for no less than one (1) year from the date of acceptance by the District.

## 28.0 – ACCEPTANCE OF THE WORK

28.01 – No act of the District or the District's Representative, either in superintending or directing Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of the District. Before any final certificate shall issue, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this Contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this Contract by the District or anyone acting on behalf shall be held as a waiver of any subsequent breach thereof.

28.02 – Contractor agrees to guarantee all work under this Contract for a period of one from the date of Final Settlement by the District. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Contract, as reasonably determined by the District, then the Contractor shall, when notified by the District immediately place such guaranteed Work in a condition satisfactory to the District

## 29.0 – SUBCONTRACTORAL RELATIONS

29.01 – By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the District. Said agreements shall preserve and protect the rights of the District under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the District. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his/her sub-subcontractors. Each subcontract shall contain a provision for execution of lien waivers in form and substance acceptable to District as a condition of payment by the Contractor. Contractor shall require each Subcontractor to (1) inspect the Project site, including all relevant surfaces and job conditions, before beginning Work and (2) accept or cite necessary corrections in the Project site, including surfaces or job conditions, before beginning Work.

29.02 – Contractor shall include a provision in all subcontractors and purchase orders, except as may otherwise be specified by District with respect to purchase orders for minor purchases, that, in order to permit verification of contractor's costs, District shall have the right to have its representatives in addition to governmental auditors inspect and audit the books of account and records of the Subcontractors and Materialmen, including the right to make excerpts from such books and records. Contractor shall include a provision in all subcontracts and purchase orders that will enable representatives of the District to obtain access during working hours to the appropriate books of account and records of the Subcontractors and Materialmen relating to the work to determine if there is compliance with the requirements of law or the Construction Documents.

29.03 – The District shall have no obligation to pay, or to see to the payment of, any monies to any Subcontractor. Nothing contained in Section 30 shall be deemed to create any contractual relationship between the District and any Subcontractor or to create any rights of any Subcontractor against the District.

29.04 – All subcontract agreements shall conform to the requirements of the Contract Documents, and Contractor hereby assigns to District (and District's permitted assigns) all its interest in any subcontract agreements and purchase orders now existing or hereinafter entered into by Contractor for performance of any of the Work, which assignment will be effective upon acceptance by District in writing and only as to those subcontract agreements and purchase orders that District designates, in its sole discretion, in said writing. It is agreed and understood that District may accept said assignment at any time during construction prior to Final Completion.

29.05 - Upon such acceptance by District, (1) contractor shall promptly furnish to District true and correct copies of the designated subcontract agreements, and purchase orders, and (2) District shall only be required to compensate the designated Subcontractor(s) or supplier(s) for compensation accruing to such party(ies) for Work done or materials delivered from and after the date on which District determines to accept the subcontract agreement(s) or purchase order(s). All sums due and owing by Contractor to the designated Subcontractor(s) or supplier(s) for work performed or materials supplied prior to District's determination to accept the subcontract agreement(s) or purchase order(s) shall constitute a debt between such parties and Contractor. It is further agreed that all subcontract agreements and purchase orders shall provide that they are freely assignable by the Contractor to District and assigns under the terms and conditions stated hereinabove. It is further agreed and understood that such assignment is part of the consideration to District for entering into the Contract with Contractor and may not be withdrawn prior to Final Completion. Contractor shall deliver or cause to be delivered to District a written acknowledgement in form and substance satisfactory to District from each of its Subcontractors and suppliers of the contingent assignment described herein no later than ten (10) days after the execution of each subcontract agreement and purchase order with such parties

30.0 – FINAL COMPLETION AND FINAL PAYMENT

30.0 – Upon satisfactory completion of the project, the Contractor shall submit an invoice that contains at a minimum, District PO number, invoice number, remit to Address, and itemized products and/or services description.

30.01 – The District will pay Contractor the balance quoted in the RFP process, minus any charges as stipulated in Section 14.0, unless agreed to in writing through the change order process. The District shall notify Contractor of any invoice adjustments as required in this agreement. 30.03 – Final payment will be made within thirty (30) days following compliance of Section 30.

### 31.0 – INSURANCE AND INDEMNIFICATION REQUIREMENTS

31.01 – CONTRACTOR expressly agrees to defend, indemnify, and hold harmless the District and its Directors, officers, agents, and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from CONTRACTOR's, its associates', employees', subcontractors', or other agents negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

31.02 – SEE INSURANCE REQUIREMENTS ATTACHMENT C

## EXHIBIT C

### Insurance Requirements for Contract

Contractor shall procure and maintain for the duration of the contract, and for 3 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

#### A. COVERAGE SHALL BE AT MINIMUM:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk/Course of Construction** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Contractors' Pollution Legal Liability** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

7. **Application of Excess Liability Coverage:** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### B. OTHER INSURANCE PROVISIONS:

1. The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### a. Additional Insured Status

The Districts its Directors, officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment

furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability and Auto liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**b. Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the District, its Directors, officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the District its Directors, officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**c. Builder's Risk (Course of Construction) Insurance**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of FIRE STATION 6 ROOF PROJECT 32 Construction coverage. Such coverage shall name the District as a loss payee as their interest may appear.

**d. Reporting**

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District or its Directors, officers, officials, employees, agents or volunteers.

**e. Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with thirty (30) day prior written notice to the District. Notification of insurance cancellation to the District will be contractors' responsibility.

**f. Waiver of Subrogation**

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees, agents and subcontractors.

**g. Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the District. At the option of the District, either: the contractor shall cause the insurer shall reduce or eliminate such self-insured retentions as respects the District its Directors, officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

### **C. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

### **D. CLAIMS MADE POLICIES**

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the District for review.

### **E. VERIFICATION OF COVERAGE**

The contractor shall furnish the District with original certificates and amendatory endorsements, or copies of the applicable insurance language, affecting coverage required by this contract. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications at any time.

### **F. SUBCONTRACTORS**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that District is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

### **G. SURETY BONDS**

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

#### **H. SPECIAL RISKS OR CIRCUMSTANCES**

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

#### **I. INSURANCE LIMITS**

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the District and its Directors, officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance. specifications, at any time.



**ATTACHMENT D**

**NON-COLLUSION AFFIDAVIT**

**FIRE STATION 6 ROOF PROJECT**

TO BE EXECUTED BY BIDDER ON THE PRINCIPAL CONTRACT

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn,  
(name)  
deposes and says that he/she is the \_\_\_\_\_  
(sole owner, a partner, president, secretary, etc.)  
of \_\_\_\_\_  
(company name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit or cost element of such bid price, or that of that of any other bidder, nor to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained the bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any other breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, or paid, and will not pay, any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, not to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Bidder: \_\_\_\_\_

By (Print Name & Title): \_\_\_\_\_

Signature: \_\_\_\_\_

## ATTACHMENT E

### STATION 6 BACKGROUND INFORMATION

Rancho Santa Fe Fire Station #6 is a 3000 square foot fire station located in the community of Elfin Forest. Station #6 sits on a 2-acre site. This building was originally occupied by the Elfin Forest/Harmony Grove Volunteer Fire Department. In July 2016, the Elfin Forest/Harmony Grove Fire Department merged with the Rancho Santa Fe Fire Protection District and the station became the 6th within the fire district's boundaries.

The station is a single-story structure with a four bay wide apparatus garage. The station is divided into 2 areas. The apparatus bay, which includes the workshop, PPE storage, cleaning, and medical equipment storage. The apparatus bay stores emergency response equipment consisting of a water tender, a side-by-side offroad rescue vehicle, and a fire apparatus known as a patrol. The second area, known as the living quarters, includes 3 firefighter dorms, a day room, kitchen / dining area, and fitness room.

The grounds surrounding the building include parking for up to 10 employees, a public parking area and a Fire Wise Community Garden.

Below you will find a site picture with the proposed location of the solar system for Fire Station #6.

