

NOTICE OF BID- INVITATION TO BID

DISTRICT: FAIRVIEW FIRE PROTECTION DISTRICT

PROJECT: EXTERIOR PAINTING AND RELATED REPAIRS/REPLACEMENTS

BID DEADLINE: 2:00p.m. PST; Monday, March 19, 2018

BID DELIVERY LOCATION: Fairview Fire Protection District
c/o Hayward Fire Department
777 B Street, 4th Floor
Hayward, CA 94541

DISTRICT CONTACT: Michael Preston, General Manager
mike.preston@fairviewfiredistrict.org; Phone: (510) 386-2151

NOTICE IS HEREBY GIVEN that the Fairview Fire Protection District, Alameda County, California, acting by and through its Board of Directors, hereinafter referred to as “DISTRICT,” will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for the above Project.

The scope of work for the Project (base bid) concerns the painting of the exterior surface of the District’s old fire house structure, located at 24200 Fairview Avenue, Hayward, California (the “Building”), including all prep-work required in connection with the painting. Prep-work that must be included in the price of the work includes all of the following: (i) any and all required plastering, (ii) providing and installing an exterior fiberglass/metal door with vent to replace water heater/HVAC closet door, (iii) repairing or replacing all or selected portions of the rain gutters, as specified in the addendum the District anticipates issuing after the mandatory walk-through, (iv) replacing and painting identified wood-trim on certain window frames, as specified in the addendum the District anticipates issuing after the mandatory walk-through, (v) daily clean-up and disposal of all trash and debris generated during the completion of the foregoing work, and (vi) cleaning or washing the areas to be painted, painting all surfaces, lettering above roll up doors, plaster walls, doors, down spouts, door and window frames, roof drains, vents etc.

In addition to the base bid, one or both of the following projects are additives that could, at the District’s discretion and if included in the bid of the winning bidder, be incorporated into the Scope of Work upon award of a contract for the Project: (a.1) prepping and painting the generator housing structure at the rear of the building; and (a.2) prepping and painting the black entry gate. Bids on additives must include all labor and materials to be considered. Bidding on the Optional Add On(s) is not mandatory, but if an Optional Add On(s) bid is included in the bid, the Bidder will be bound by the bid if the District chooses to move forward with the Optional Add On(s). With respect to the generator housing structure, if the District determines based on comments received at the Pre-Bid Meeting that significant repair work is required, an addendum to the Bid Documents will be issued.

The lowest bid shall be the lowest bid price on the base bid without consideration of the prices of the additive items.

BID DELIVERY/OPENING: Each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name and address of the Bidder and clearly stating that the packet contains a Bid for the “FFPD Exterior Painting Project”. Sealed Bids must be submitted to and received at the Bid Delivery Location indicated above by the Bid Deadline. Bids will only be accepted Monday-Friday between the hours of 8:00 a.m. and 5:00p.m., via regular mail, express delivery service or hand-delivery. Bids that are not received by the Hayward Fire Department, on behalf of the District, on or prior to the Bid Deadline will not be delivered to the District, will not be opened and will be automatically rejected.

The District will collect the bid packets at the Bid Delivery Location on the Bid Deadline. All bids properly submitted and collected will be publicly opened and read at 2:00 p.m. in the Hayward Fire Department Conference Room at 777 B Street, Hayward CA 94541.

No bid will be considered unless it is complete, made on the form provided by the District and is made in accordance with the instructions to bidders.

PRE-BID MEETING: The DISTRICT will conduct a mandatory informational job walk and conference on March 9, 2018 at 8:00 a.m. at the Project address at 24200 Fairview Avenue, Hayward, California 94541. Bidders will be provided access to the site at that time.

REQUEST FOR INFORMATION: If any bidder is in doubt as to the true meaning of any part of the Project Documents, finds discrepancies in or omissions from the Project Documents, or requests a substitution for materials and equipment as outlined in the specifications, they must submit a written request for an interpretation or correction to the above listed District contact on or before 2:00 p.m. on March 14, 2018. No requests for information or clarification will be addressed after this time.

BID SETS / DOCUMENTS: Bidders may obtain bid documents beginning on March 2, 2018 by contacting Michael Preston via email, as indicated above. Bid documents will also be available for download at fairviewfiredistrict.org.

REQUIRED LICENSES/REGISTRATION: Each Bidder shall be a licensed contractor pursuant to the California Business and Professions Code §7028.15 and California Public Contract Code §3300, and shall be licensed in the following classification as required by the scope of work:

- a) General Contractor Class B License and/ or C-33;
- b) Any Bidder not meeting the above license requirements at the time of the Bid Opening will be rejected as non-responsive.

All contractors and subcontractors must be registered with the Department of Industrial Relations (DIR) to submit a bid proposal for a public works project pursuant to Labor Code section 1725.5.

BID SECURITY REQUIRED: Ten percent (10%) of the maximum amount of the Bid in the form of Bid Bond, Cash, or Certified or Cashier's Check.

BONDS REQUIRED: Performance and Labor & Materials; each one hundred percent (100%).

PREVAILING WAGE: This Project is subject to compliance monitoring and enforcement by the DIR. As required by Section 1773 of the California Labor Code, the DIR has determined the general prevailing rates of per diem wages for the locality in which the Project is located. Copies of these wage rate determinations, entitled Prevailing Wage Scale are available at www.dir.ca.gov. It shall be mandatory upon the successful bidder to whom the contract is awarded, and upon any subcontractor listed, to pay not less than the specified rates to all workers employed by them for the Project.

BID WITHDRAWAL: No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

The DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

By: Michael Preston, General Manager

Advertise: March 2, 2018
 March 7, 2018

SECTION 2.0
BID SUBMISSION INSTRUCTIONS/REQUIREMENTS
EXTERIOR PAINTING PROJECT

1. BID DOCUMENTS- SUBMISSIONS: To receive consideration, bids shall be submitted in accordance with the following instructions:

- a. Bids shall be received by the General Manager at the date and time specified on this Notice Inviting Bids-Invitation to Bid. The documents to be submitted by each bidder are as follows:
 - i. BID FORM
 - ii. NON-COLLUSION DECLARATION
 - iii. BID BOND

Note: All portions of the bid forms must be completed and properly signed before the bid is submitted. FAILURE TO DO SO WILL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

- b. Any Bidder who fails to submit its documentation by the date and time specified on the Invitation for Bid shall have that bid rejected and returned. The District reserves the right to reject any or all bids, to waive any informality or irregularity in any bid received, and to be the sole judge of the merits of all bids received.
- c. By submitting a bid, bidder expressly represents to the District that it has reviewed all bid documents in this packet at (“Bid Documents”), that it has notified the District of any and all ambiguities or discrepancies bidder noted and that all terms and conditions are acceptable to Bidder.
- d. Bidder represents by the submittal of its Bid Form that it performed all work, investigations, research and analysis required to submit an accurate bid for the base bid and each additive and it chooses to include in the bid prior to bidding. Bidder is charged with possessing all information and knowledge that a reasonable Bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work “incidental” to completion of the work.

2. PRICES. All bid prices shall include separate lines for each item or unit specified. Corrections may be inserted prior to the bid deadline. In any case in which the total quote price does not equal the unit prices times the quantities indicated, unit prices shall govern. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures. All bid prices shall be considered all-inclusive unless explicitly expressed otherwise.

3. BIDS. Bids shall be valid sixty for (60) days after the Bid Deadline. Bidders must supply all required information. Bids must be full and complete.

4. AWARD OR REJECTION OF BIDS. The District will collect the bid packets at the Bid Delivery Location on the Bid Deadline. All bids properly submitted and collected will be publicly opened and read at 2:PM in the Hayward Fire Department Conference Room at 777 B Street, Hayward CA 94541. The District will notify the successful bidder within a reasonable time after the bid dead line and following the District’s review of all bids and its due diligence process. This process is intended to determine if the lowest bid is responsive and the low Bidder is responsible. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, or conditional bids, to re-bid, and to reject the bid of any Bidder if District believes that it would not be in the best interest of District to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other

pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the work.

5. PRIOR DISQUALIFICATION. District reserves the right to reject any Bid on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed or otherwise prevented from Bidding on, or completing a federal, state or local project because of a violation of a law or a safety regulation.

6. CERTIFIED PAYROLLS AND PREVAILING WAGES. The successful bidder shall pay workers at the prevailing wage rate of pay, as determined by the State of California Director of the Department of Industrial Wages (Ref: Labor Code § 1771) for all labor used in the delivery, unloading and installation of the project on the site for the category of work performed. The submittal of certified payroll documentation shall be required.

The successful bidder shall be required to comply with all applicable Equal Opportunity laws, statutes and regulations.

7. STATE AND LOCAL TAX. State and local sales and use taxes, as required by the laws and statutes of the State of California and its political subdivisions, shall be paid by the Contractor. Prices quoted in the Bid shall include sales tax, unless provision is made in the Bid form to separately itemize the tax.

8. DOCUMENTS TO BE SUBMITTED ONLY BY SUCCESSFUL BIDDER UPON RECEIPT OF NOTICE OF AWARD. The successful bidder must complete and return the following documents within ten (10) days of notice from the District of Contract Award:

- i. Contract for the Exterior Painting Project;
- ii. Prevailing Wage Certification;
- iii. Worker's Compensation Certification;
- iv. Asbestos and Other Hazardous Materials Certification;
- v. Performance Bond;
- vi. Payment Bond; and
- vii. Exhibit A – Painting Project Specification

9. FAILURE TO EXECUTE CONTRACT AND FURNISH BONDS. Failure of the successful Bidder to execute and deliver the Contract and provide the required bonds, in form satisfactory to District, within seventeen (17) days of notification of award, will result in the annulment of the Award and the forfeiture of the Bidder's Security. Subsequently, District may, at its discretion, and without liability to Bidder, award the contract to the second qualified bidder.

10. BID PROTEST. Any Bid Protest unrelated to the form or content of the Bid Documents, must be submitted in writing to the District Contact identified in the Invitation to Bid on or prior to 5:00 p.m. of the third business day following Bid opening. The protest document must contain a complete statement of the basis for the protest, references to the specific portion(s) of the Bid Documents that form the basis for the protest and must include the name, address, and telephone number of the person representing the protesting party.

BID FORM

To: Board of Directors Fairview Fire Protection District (“District”)

From: _____
(Legal Name of Bidder)

Project: **EXTERIOR PAINTING PROJECT**

The undersigned declares that it has reviewed and understood all the Bid Documents including, without limitation, the Notice of Bid- Invitation to Bid and the Bid Submission Instructions. The undersigned hereby proposes to furnish all necessary labor, materials, equipment, and services to perform and furnish all work for which bidder herein submits its bid in accordance with the terms and conditions of the Bid Documents, including all work outlined on Exhibit A - Painting Project Specification for the **EXTERIOR PAINTING PROJECT (“Project”)** and will accept in full payment for that work the following total lump sum amount, with all incidentals such as fees, licenses, permits, shipping, taxes and markup included

A. Contractor’s Lump Sum Base Bid:

- 1. Labor and materials for painting and related prep-work: \$ _____
 - 2. Exterior fiberglass/metal door with vent, including installation and one (1) year warranty
 - 3. Paint Warranty: Two (2) years full warranty for labor and materials \$ _____
-
- TOTAL LUMP BASE BID: \$ _____**

Bidder may not take any exceptions to the proposed Bid language or the terms and conditions specified in the Contract for Exterior Painting Project. Conditional bids will be rejected as non-responsive. Award will be made to the responsible Bidder with the lowest responsive lump sum Base Bid for items 1, 2 and 3 above.

The District may or may not elect to award one or more of the Optional Add On(s) below to the successful Bidder of the Base Bid. Bidding on the Optional Add On(s) is not mandatory, but if an Optional Add On(s) bid is included in the bid, the Bidder will be bound by the bid if the DISTRICT chooses to move forward with the Optional Add On(s).

B. Optional Add On(s)

- A.1 Prepping and painting the generator housing structure at the rear of the building: \$ _____
- A.2 Prepping and painting black entry gate: \$ _____

Descriptions of the Optional Add On(s) are primarily scope definitions and do not necessarily detail the full range of materials, services, and processes needed to complete the requirement. Bidder may attach a descriptive narrative of the intended scope that correlates with the Add On bids.

By submitting a Bid Form, the undersigned represents that:

1. The undersigned has reviewed the work outlined in the Bid Documents and fully understands the scope of work required in this bid, understands the construction and project management function(s) as described in the Bid Documents, and that the successful Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to District, and agrees that its bid, if accepted by District, will be the basis for the Bidder to enter into a contract with District in accordance with the intent of the Bid Documents.
2. The undersigned has notified District and/or District's Buyer or Construction Manager in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Bid Documents at least seventy-two (72) hours prior to bid opening, and has contacted District and/or General Manager before the bid date to verify the issuance of any clarifying Addenda
3. The undersigned agrees to commence work under this Contract on the date established in the Bid Documents and to complete all work within the time specified in the Bid Documents.
4. **By submitting this Bid Form and signing below, the liquidated damages clause in the proposed Contract is hereby acknowledged and accepted.**
5. It is understood that District reserves the right to reject this bid and that the bid(s), including any bids submitted on optional add on(s), shall remain open to acceptance by the District and shall be irrevocable by the bidder for a period of sixty (60) days.
6. Receipt and acceptance of the following addenda is hereby acknowledged:
 - a. Addenda No. _____; Dated _____, 2018
 - b. Addenda No. _____; Dated _____, 2018
7. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
8. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the work that may create during the work unusual or peculiar unsafe conditions hazardous to persons and property.
9. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the work with respect to such hazards.
10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, California Gov. Code, §12650 et seq.), District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud, and the Bidder may be subject to criminal prosecution.
11. The undersigned Bidder certifies that it is, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Bid Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.

Furthermore, Bidder hereby certifies to District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20_____

Legal Name of Bidder: _____

Type of Entity: [Corp., LLC, etc.] _____

Authorized Signature of Bidder: _____

Name/Title of Signer: _____

Address of Bidder: _____

Taxpayer's Identification No. of Bidder: _____

Telephone Number / Fax Number: _____

E-mail / Web page: _____

Contractor's License No(s): No: _____ Class: _____ Exp. Date _____

No: _____ Class: _____ Exp. Date _____

Contractor's DIR Registration No.: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

NON-COLLUSION AFFIDAVIT

(To be executed by bidder and submitted with bid)

Public Contract Code Section 7106

EXTERIOR PAINTING PROJECT

I am the _____ of _____, the party making the foregoing bid (“Bidder”). I declare and certify that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder or contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or contractor or anyone else to put in a sham bid or contract, or that anyone shall refrain from bidding or issuing a proposal; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price or contract price or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid and the related Contract are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or contract price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid or contract.

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

I certify and declare under penalty of perjury under the laws of the State of California, that all the foregoing information in this Non-collusion Affidavit is true and correct, and that this affidavit is executed on _____, 20____, at _____(City), California.

Date: _____

Legal Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

**BID BOND
EXTERIOR PAINTING PROJECT**

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT the undersigned, _____, as Principal (“Principal”), and _____, as Surety (“Surety”), a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a Surety in the State of California, are jointly and severally held and firmly bound unto the FAIRVIEW FIRE PROTECTION DISTRICT (“District”), of the County of Alameda, California, as Obligee, in the sum of

_____ Dollars (\$_____)

representing ten percent (10%) of the aggregate of the Bid of Principal for the work, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to District for all work specifically described ***in the accompanying bid***;

NOW, THEREFORE, if Principal is awarded a contract for the work, and if Principal within that time specified in the Bid Documents enters into, executes and delivers to District a written contract (“Contract”) in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the Contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if the Principal fails to execute the Contract within seven (7) days of the date of District’s Notice of Award to the Principal.

If, however, Principal shall fail or refuse to furnish, execute, and deliver to District said performance and payment bonds, and evidence of required liability and worker’s compensation insurance in the time stated in the Proposal, then Principal and Surety shall forfeit to District the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or a release of liability of Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and District and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and the Surety above named, on the _____ day of _____, 20__.

(Seal and signature of Principal. Bidder must attach Power of Attorney)

Name of Principal

Principal's Authorized Representative Signature

Name and Title of Signer

(Seal and signature of Surety)

Name of Surety / California Name if different

Surety's Authorized Representative Signature

Surety's Authorized California Representative Name/Title

Telephone Number of California Agent of Surety

(Attach: Seal and signature of Notary Public; Certificate of Authority for Surety and Notarial Acknowledgement for all Surety Signatures.)

[End]

**CONTRACT
EXTERIOR PAINTING PROJECT**

THIS CONTRACT, made this _____ day of _____, 2018, by and between the FAIRVIEW FIRE PROTECTION DISTRICT, a Fire Protection District organized pursuant to Division 12, commencing with Section 13000, of the California Health and Safety Code (“District”), and _____ (“Contractor”).

WITNESSETH, that the parties hereto have mutually covenanted and agreed and by these presents do covenant and agree with each other as follows:

ARTICLE I

1. Contract Price. For the total price of _____ Dollars (\$_____) (“Contract Price”) (Note: Price equals the Base Bid Amount), Contractor shall furnish to District the services and materials described in the Notice Inviting Bids-Invitation to Bid, as more fully described in the Painting Project Specification attached to the Bid Documents as Exhibit A (the “Scope of Work”). **In addition**, Contractor will furnish the following ADD ON(s) to District for the price indicated below:

A.1		\$	
A.2		\$	

2. Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Scope of Work/Services, including all structures and facilities necessary for the Project (hereinafter sometimes referred to as the “Services”), in exchange for the Contract Price. All Services shall be subject to, and performed in accordance with the Contract Documents (defined below), and any exhibits attached hereto or incorporated herein by reference.

Any change in the Scope of Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the District.

3. Site Location. Contractor shall perform the Services at the District’s old firehouse station located at 24200 Fairview Avenue, Hayward, California 94541 (the “Project Site”).

4. Contract Time/Liquidated Damages. Contractor shall perform and complete the Services within _____ (_____) calendar days, beginning the date specified in District’s Notice to Proceed (“Contract Time”). Services shall be performed in compliance with any schedule or project milestones agreed to by District (whether such are included as Exhibits attached hereto or provided separately in writing). Contractor agrees that failure to complete the Services within the Contract Time will cause damage to the District that is impractical and infeasible to determine and Contractor agrees to pay to the District as fixed and liquidated damages, and not as a penalty, the sum of \$35 per day for each and every calendar day of delay beyond the later of the Contract Time or agreed-upon schedule.

5. Contract Documents. The Contract Documents (“Contract Documents”) consist of this Contract, including all exhibits attached hereto, if any, and each of the following Bid Documents, each of which is fully incorporated herein and intended to be a part of this Contract (check each document incorporated herein by this reference as if fully set forth herein):

<input checked="" type="checkbox"/> Notice Inviting Bids-Invitation to Bid	<input checked="" type="checkbox"/> Labor and Material Bond
<input checked="" type="checkbox"/> Bid Submission Instructions	<input checked="" type="checkbox"/> Certificate/Endorsements of Insurance Coverage
<input checked="" type="checkbox"/> Bid Form	<input checked="" type="checkbox"/> General Provisions or General Requirements

<input checked="" type="checkbox"/> Non-Collusion Affidavit	<input checked="" type="checkbox"/> Exhibit A – Painting Project Specification
<input checked="" type="checkbox"/> Bid Bond	<input type="checkbox"/> Special Provisions
<input checked="" type="checkbox"/> Performance Bond	<input type="checkbox"/> Other: _____

ARTICLE II - WORK

1. Commencement of Work. No work, services, material, or equipment shall be performed or furnished under this Contract unless and until (a) Contractor has submitted and District has approved (i) a Performance Bond, (ii) a Labor and Material Bond, and (iii) the certificates, affidavits and endorsements required, including the certificates of insurance in the amounts specified in this Contract; and (b) Notice to Proceed has been given to the Contractor by the District.
2. Payment. Upon completion of the Services, Contractor shall submit an invoice for the full lump sum payment amount. Payment shall be made within thirty (30) days after District’s verification of completion and approval of the invoice. District may withhold or deduct from any payment an amount necessary to protect District from loss because of:
 - a. Any sums expended by District in performing any of Contractor’s obligations which Contractor has failed to perform or has performed inadequately;
 - b. Defective work not remedied;
 - c. Stop payment notices as allowed by state law;
 - d. Reasonable doubt that the Services can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date;
 - e. Unsatisfactory prosecution of the Services;
 - f. Failure of Contractor to maintain, or submit on a timely basis, proper and sufficient documentation as required by the Contract or by District during the prosecution of the Services;
 - g. Any sums representing expenses, losses, or damages, as determined by District, incurred by District for which Contractor is liable under the Contract; and
 - h. Any other sums which District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including §1727 of the California Labor Code. The failure by District to deduct any of these sums from it payment does not constitute a waiver of District’s right to such sums.
3. Errors and Omissions. Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor’s failure to comply with the standard of care required herein.
4. No substitutions of material from those specified in the Contract Documents shall be made without the prior written approval of the District.
5. Debris shall be removed from the site, which shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
6. The Contractor shall maintain at all times, as required by conditions of the work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers, District staff and the public.
7. District representatives shall at all time have access to the work.
8. Completion/Retainage (5%). Contractor shall notify District when Services are furnished and shall furnish all labor and material releases required by law and/or this Contract. If, upon inspection, the District determines that the work or materials are not acceptable, District shall inform Contractor, in writing, of the items that are unsatisfactory or incomplete. Contractor shall promptly, and within the Contract Time, correct all deficient or unsatisfactory Services and request a re-inspection by the District. Once the Work is acceptable to District, District shall pay to Contractor the Contract Price (or progress payment, less any amount which District may be authorized or directed by law to retain.

All such Contract retention shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Sections 7107, 7200 and 7201, as applicable.

ARTICLE III - MISCELLANEOUS

1. Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the work as indicated or specified.
2. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).
3. Prevailing Wages and Certified Payroll Records. Pursuant to Sections 1720.6 and 1771 of the Labor Code, the Project is subject to the payment of prevailing wages. The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful Bidder, copies of which are on file and will be made available to any interested party upon request at District offices or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful Bidder at the job site. The successful Bidder and all subcontractors under it, shall comply with all applicable laws and regulations, including but not limited to, the Labor Code provisions, which include hours of work, overtime and the employment of apprentices.

Contractor and any subcontractors shall furnish certified payroll records as required pursuant to Labor Code Section 1776 directly to the DIR in accordance with Labor Code Section 1771.4 on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

Pursuant to Section 1776 of the Labor Code, Contractor and each subcontractor shall keep accurate payroll records.

4. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
5. Termination. This Contract may be terminated by District at any time by giving Contractor five (5) days advance written notice. In the event of termination by District for any reason other than the fault of Contractor, District shall pay Contractor for all Services performed up to that time, as provided herein. In the event of breach by Contractor, District may terminate immediately without notice, may reduce payment to the Contractor in the amount necessary to offset District’s resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for District’s refusal to make a payment for a Service satisfactorily rendered by Contractor.
6. Insurance. Contractor represents that it has in force, and during the term of this Contract shall maintain in force, with no less than the minimum indicated limits, the following policies of insurance and coverage specified:

<u>Commercial Form General Liability Insurance</u>	
Per Occurrence	\$1,000,000
General Aggregate	\$3,000,000
Products/Completed Operations Aggregate	\$1,000,000
<u>Automobile Liability Insurance</u>	
Bodily Injury and Property Damage Combined Single Limit	\$1,000,000

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

Contractor shall provide to District certificate(s) of insurance and endorsements satisfactory to District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be

reduced without thirty (30) days written notice to District prior to cancellation. Except for worker’s compensation insurance, District and the Board of Directors shall be named as an additional insured on all policies. Contractor’s policy(ies) shall be primary; any insurance carried by District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Certificates and insurance policies shall include the following clause: *“This policy shall not be cancelled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Fairview Fire Protection District. Date of cancellation or reduction may not be less than Thirty (30) days, or Ten (10) days for nonpayment of premium, after date of mailing notice.”*

- 7. Notices. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<i>District</i>	<i>Contractor</i>
Fairview Fire Protection District	_____
c/o Hayward Fire Department	_____
777 B St., Hayward, CA 94541	_____
Atm: General Manager	_____

- 8. Indemnification. Contractor shall defend, indemnify and hold the District, its Board members, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or in connection with the performance of the Services or this Contract. Contractor shall defend, at Contractor’s own cost, expense and risk, any and all such suits, actions or other legal proceedings.

Notwithstanding any other provision herein, claims of Three Hundred Seventy-Five Thousand Dollars (\$375,000) or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in California Public Contract Code §§20104, et seq.

- 9. Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the site is located.
- 10. This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in Alameda County.
- 11. Authority to Contract. By signing below, Contractor’s agent or representative represents that he or she has been properly and duly authorized to represent contract and that Contractor has full power and authority to enter into and perform this Contract. Furthermore, Contractor certifies under penalty of perjury that all the information it provided to District in the Bid Documents and this Contract is true, complete and correct.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

FAIRVIEW FIRE PROTECTION DISTRICT

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

<p>Attest:</p> <hr/> <p>Clerk of the Board, Fairview Fire Protection District</p> <p>Date: _____</p> <p>Form approved by District Legal Counsel 12/10/2017</p>	<p>FOR CONTRACTOR TO COMPLETE:</p> <p>License # _____</p> <p>State of incorporation or formation: _____</p> <p>Type of Business Entity:</p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Limited Liability Company</p> <p><input type="checkbox"/> Other: _____</p> <hr/> <p>TIN/SSN: _____</p> <p><u>Employer Identification Number and/or Social Security Number</u></p> <p>NOTE: The Code of Federal Regulations, Sections 6041 and 6209, require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number ("EID" or "TIN"). The regulations also provide that a penalty may be imposed for failure to furnish the EID or TIN. To comply with these regulations, the District requires your EID, TIN or SSN, whichever is applicable.</p>
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[End]

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Legal Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 – commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

[End]

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Services on the above Project.

I hereby certify that I and all my subcontractors of any tier will be properly registered with the Department of Industrial Relations in accordance with Labor Code Section 1725.5 at all times during performance of the Work.

I hereby certify that I and all of my subcontractors (of any tier) shall furnish certified payroll records as required pursuant to Labor Code Section 1776 directly to the Labor Commissioner in accordance with Labor Code Section 1771.4 at least on a monthly basis (or more frequently if required by District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner.

Date: _____

Legal Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

[End]

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor’s work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities. Asbestos and/or Asbestos-Containing Materials shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) Asbestos shall be defined as Asbestos-Containing Materials. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at District’s determination. The costs of such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All work or materials found to be New Hazardous Material or work or material installed with “New Hazardous Material” continuing equipment will be immediately rejected and this work will be removed at Contractor’s expense at no additional cost to District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Legal Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

PERFORMANCE BOND
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Fairview Fire Protection District (“District”) has awarded to _____, (“CONTRACTOR/PRINCIPAL”) a contract for the furnishings of all materials, labor and services required for the prompt and proper completion of the following project: Bid – External Painting Project (“Project”); and

WHEREAS, the work to be performed by the CONTRACTOR/PRINCIPAL is more particularly set forth in the contract for the Project dated _____, 201_ (hereinafter referred to as “Contract”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the CONTRACTOR/PRINCIPAL is required by said Contract to perform the terms thereof and to furnish a bond for the faithful performance of said Contract.

NOW, THEREFORE, we, _____, the undersigned CONTRACTOR/PRINCIPAL and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the DISTRICT in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents to:

- Perform all the work required to complete the Project and otherwise fulfill the Contract; and
- Pay to District all damages and losses it incurs as a result of the Principals failure to perform all work required, and furnish all materials, for the Project.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bonded CONTRACTOR/PRINCIPAL, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the DISTRICT, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney’s fees, incurred by DISTRICT in enforcing such obligation.

As a condition precedent to the satisfactory completion of the contract, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by DISTRICT, during which time if CONTRACTOR/PRINCIPAL shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of CONTRACTOR/PRINCIPAL remains.

Whenever CONTRACTOR/PRINCIPAL shall be, and is declared by the DISTRICT to be, in default under the contract, the DISTRICT having performed the District’s obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the District’s option:

- (1) Take over and complete the contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the costs of completion less the balance of the contract price, including other costs and damages for which Surety may be liable hereunder. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to

CONTRACTOR/PRINCIPAL by the District under the Contract and any modification thereto, less the amount previously properly paid by the DISTRICT to the CONTRACTOR/PRINCIPAL.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the CONTRACTOR/PRINCIPAL.

Surety shall not utilize CONTRACTOR/PRINCIPAL in completing the contract nor shall Surety accept a bid from CONTRACTOR/PRINCIPAL for completion of the work if the DISTRICT, when declaring the CONTRACTOR/PRINCIPAL in default, notifies Surety of the District's objection to Contractor's Principal's further participation in the completion of the work.

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

Nothing herein shall limit the District's rights or Surety's obligations under the Contract, law or in equity, including, but not limited to, California Code of Civil Procedure section 337.15.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 201_.

CONTRACTOR/PRINCIPAL (SEAL)

By: _____

Name: _____

Title: _____

SURETY (SEAL)

By: _____
Attorney-In-Fact

Name of California Agent of Surety

Address of California Agent of Surety

Telephone number of California Agent of Surety

SURETY represents that any claims under this bond, in California may be addressed to Surety to the Name, Address, Telephone Number of Surety California Agent identified above.

(Contractor must affix corporate seals for Contractor, if any, and Surety, attach a Notarial Acknowledgement for all signatories, and include a Power of Attorney and Certificate of Authority for Surety. Surety must be authorized by the California Department of Insurance.)

BOND NO. _____

PAYMENT BOND

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the Fairview Fire Protection District (hereinafter designated as the "District"), by action taken or a resolution passed _____, 20__ has awarded to _____ hereinafter designated as the "Principal," a contract for the "**Exterior Painting Project**" also known as the work described as follows:

Painting the old fire station located at 2582 Five Canyons Parkway, Castro Valley, California (hereinafter referred to as the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, which is one-hundred percent (100%) of the total contract amount for the above stated Project, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his or its subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees, and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of

his or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2013.

CONTRACTOR/PRINCIPAL (SEAL)

By: _____

Name: _____

Title: _____

SURETY (SEAL)

By: _____
Attorney-In-Fact

Name of California Agent of Surety

Address of California Agent of Surety

Telephone number of California Agent of Surety

SURETY represents that any claims under this bond, in California may be addressed to Surety to the Name, Address, Telephone Number of Surety California Agent identified above.

(Contractor must affix corporate seals for Contractor, if any, and Surety, attach a Notarial Acknowledgement for all signatories, and include a Power of Attorney and Certificate of Authority for Surety. Surety must be authorized by the California Department of Insurance.)

**EXHIBIT A
EXTERIOR PAINTING PROJECT**

Painting Project Specifications

1. Pressure wash exterior to remove chalky surfaces.
2. Hand-scrape wood trim and caulk joints with an elastomeric caulk.
3. Replace wood trim as needed and prep new trim for painting.
4. Repair/replace gutters or agreed upon sections of gutters. If gutters will be painted, prep for painting. If gutters will not be painted, remove or protect, as needed.
5. Replace exterior door and prep for painting or cover, as appropriate.
6. Spot prime repairs.
7. Apply one coat of Kelly Moore 98 sealer to block and stucco.
8. Apply one coat of Kelly Moore 1210 acrylic in a white to match existing.
9. Wood casement 2 coats of Kelly Moore 1210.
10. Wood doors, sand, spot prime and 2 coats of Kelly Moore 1250 in a semi-gloss.
11. Metal cap, 2 coats of Kelly Moore 1210.
12. Paint parapet same as body.

[End]

ADDENDUM #1
To the Bid Documents for the
Exterior Painting Project

DISTRICT: FAIRVIEW FIRE PROTECTION DISTRICT
PROJECT: EXTERIOR PAINTING AND RELATED REPAIRS/REPLACEMENTS
BID DEADLINE: 2:00p.m. PST; Monday, March 19, 2018
BID DELIVERY LOCATION: Fairview Fire Protection District
c/o Hayward Fire Department
777 B St, Hayward, CA 94541
DISTRICT CONTACT: Michael Preston, General Manager
mike.preston@fairviewfiredistrict.org; Phone: (510) 386-2151

Date: March 13, 2018

To All Bidders of Record:

The following changes, additions, and/or deletions are hereby made a part of the Bid Documents for the above noted project, fully and completely as if the same were fully contained therein. All other terms, conditions, and specifications of the original Bid Documents remain unchanged. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence.

Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

CHANGES TO BID SUBMISSION INSTRUCTIONS

Section 2 (1)(a) - BID DOCUMENTS- SUBMISSIONS: *Delete paragraph 1(a) and replace with the following:*

- a. "Bids shall be received by the General Manager at the date and time specified on this Notice Inviting Bids-Invitation to Bid. The documents to be submitted by each bidder are as follows:
- i. BID FORM
 - ii. NON-COLLUSION DECLARATION
 - iii. BID BOND
 - iv. THREE (3) REFERENCES WITH CONTACT INFORMATION

Note: Public entity references are preferred, but not required. All portions of the bid forms must be completed and properly signed before the bid is submitted. FAILURE TO DO SO WILL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE."

CHANGES TO PAINTING PROJECT SPECIFICATIONS

Exhibit A - PAINTING PROJECT SPECIFICATIONS: *Delete #3 and #4 and replace with the following:*

- 3. Replace all wood trim around doors and windows on South side of building. Replace wood trim around rollup doors to front of building. Replace any damaged or rotten backing material used to secure trim to building. Prepare new trim for painting.
- 4. Replace, prime, and paint all rain gutters and downspouts.

CHANGES TO CONTRACT

Paragraph 4 - CONTRACT TIME/LIQUIDATED DAMAGES: *Delete paragraph 4 and replace with the following:*

- 4. Contract Time/Liquidated Damages. Contractor shall perform and complete the Services within thirty (30) calendar days, beginning the date specified in District’s Notice to Proceed (“Contract Time”). Services shall be performed in compliance with any schedule or project milestones agreed to by District (whether such are included as Exhibits attached hereto or provided separately in writing). Contractor agrees that failure to complete the Services within the Contract Time will cause damage to the District that is impractical and infeasible to determine and Contractor agrees to pay to the District as fixed and liquidated damages, and not as a penalty, the sum of \$350 per day for each and every calendar day of delay beyond the later of the Contract Time or agreed-upon schedule.

All Bidders shall include a printed and signed copy of this Addendum with their bid submittal. The Bidder’s signature below acknowledges the receipt of Addendum #1, issued March 13, 2018 for the Exterior Painting Project.

ADDENDUM #1 RECEIVED:

Bidder’s Signature: _____

Bidder’s Name: _____

Company Name: _____

Date: _____

**ADDENDUM #2
To the Bid Documents for the
Exterior Painting Project**

DISTRICT: FAIRVIEW FIRE PROTECTION DISTRICT

PROJECT: EXTERIOR PAINTING AND RELATED REPAIRS/REPLACEMENTS

BID DEADLINE: 2:00p.m. PST; Monday, March 19, 2018

BID DELIVERY LOCATION: Fairview Fire Protection District
c/o Hayward Fire Department
777 B St, Hayward, CA 94541

DISTRICT CONTACT: Michael Preston, General Manager
mike.preston@fairviewfiredistrict.org; Phone: (510) 386-2151

Date: March 15, 2018

To All Bidders of Record:

The following changes, additions, and/or deletions are hereby made a part of the Bid Documents for the above noted project, fully and completely as if the same were fully contained therein. All other terms, conditions, and specifications of the original Bid Documents remain unchanged. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence.

Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

CHANGES TO BID FORM

BID FORM: *Replace the Bid Form included with original Bid Documents and replace with the attached Revised Bid Form. Exhibit A, Project Specifications, which was updated per Addendum #1 has also been included for your reference.*

All Bidders shall include a printed and signed copy of this Addendum with their bid submittal. The Bidder's signature below acknowledges the receipt of Addendum #2, issued March 15, 2018 for the Exterior Painting Project.

ADDENDUM #2 RECEIVED:

Bidder's Signature: _____

Bidder's Name: _____

Company Name: _____

Date: _____

REVISED BID FORM

To: Board of Directors Fairview Fire Protection District (“District”)

From: _____
 (Legal Name of Bidder)

Project: **EXTERIOR PAINTING PROJECT**

The undersigned declares that it has reviewed and understood all the Bid Documents including, without limitation, the Notice of Bid- Invitation to Bid and the Bid Submission Instructions. The undersigned hereby proposes to furnish all necessary labor, materials, equipment, and services to perform and furnish all work for which bidder herein submits its bid in accordance with the terms and conditions of the Bid Documents, including all work outlined on Exhibit A - Painting Project Specification for the **EXTERIOR PAINTING PROJECT (“Project”)** and will accept in full payment for that work the following total lump sum amount, with all incidentals such as fees, licenses, permits, shipping, taxes and markup included

A. Contractor’s Lump Sum Base Bid:

- | | | |
|---------------------------------|---|-----------------|
| 1. | Labor and materials for painting and related prep-work outlined in Exhibit A: | \$ _____ |
| 2. | Warranty: Two (2) years full warranty on all work for labor and materials | \$ _____ |
| TOTAL LUMP SUM BASE BID: | | \$ _____ |

Bidder may not take any exceptions to the proposed Bid language or the terms and conditions specified in the Contract for Exterior Painting Project. Conditional bids will be rejected as non-responsive. Award will be made to the responsible Bidder with the lowest responsive lump sum Base Bid for items 1, and 2 above.

The District may or may not elect to award one or more of the Optional Add On(s) below to the successful Bidder of the Base Bid. Bidding on the Optional Add On(s) is not mandatory, but if an Optional Add On(s) bid is included in the bid, the Bidder will be bound by the bid if the DISTRICT chooses to move forward with the Optional Add On(s).

B. Optional Add On(s)

- | | | |
|-----|--|----------|
| A.1 | Prepping and painting the generator housing structure at the rear of the building: | \$ _____ |
| A.2 | Prepping and painting black entry gate: | \$ _____ |

**REVISED EXHIBIT A
EXTERIOR PAINTING PROJECT
(As revised by Addendum #1 dated March 13, 2018)**

Painting Project Specifications

1. Pressure wash exterior to remove caulky surfaces.
2. Hand-scrape wood trim and caulk joints with an elastomeric caulk.
3. Replace all wood trim around doors and windows on South side of building. Replace wood trim around rollup doors to front of building. Replace any damaged or rotten backing material used to secure trim to building. Prepare new trim for painting.
4. Replace, prime, and paint all rain gutters and downspouts.
5. Replace exterior door and prep for painting or cover, as appropriate.
6. Spot prime repairs.
7. Apply one coat of Kelly Moore 98 sealer to block and stucco.
8. Apply one coat of Kelly Moore 1210 acrylic in a white to match existing.
9. Wood casement 2 coats of Kelly Moore 1210.
10. Wood doors, sand, spot prime and 2 coats of Kelly Moore 1250 in a semi-gloss.
11. Metal cap, 2 coats of Kelly Moore 1210.
12. Paint parapet same as body.

[End]