

CONSTRUCTION SERVICES PROJECT MANUAL

for

TRANSFER STATION AND MRF FLOOR REPAIR

at

225 AND 333 SHOREWAY ROAD, SAN CARLOS, CA 94070

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

South Bayside Waste Management Authority
610 Elm Street
Suite 202
San Carlos, CA 94070

Notice Date: October 2021

Bid Due Date: Friday 4:00 PM, October 22, 2021

DOCUMENT 00 0115

TABLE OF CONTENTS

A. BID INFORMATION

00 0105	Title Page
00 0115	Table of Contents
00 1115	Notice Inviting Bids
00 2115	Instructions to Bidders
00 3135	Geotechnical Data and Existing Conditions

B. BID FORMS AND SUPPLEMENTS

00 4115	Bid Form
00 4315	Bond Accompanying Bid
00 4325	Bidder Registration Form
00 4330	Subcontractors List
00 4519	Non-Collusion Affidavit
00 4545	Bidder Certifications

C. CONTRACT FORMS AND SUPPLEMENTS

00 5105	Notice of Award
00 5205	Construction Services Agreement, including: <u>Appendix A</u> Scope of Work <u>Appendix B</u> General Conditions <u>Appendix C</u> Insurance <u>Appendix D</u> Construction Performance Bond <u>Appendix E</u> Construction Labor and Materials Payment Bond
00 5505	Notice to Proceed

END OF DOCUMENT

DOCUMENT 00 1115

NOTICE INVITING BIDS

ARTICLE 1 INVITATION TO BID

- 1.01 Notice Inviting Bids:** Owner will receive sealed Bids via email at bids@rethinkwaste.org until **4:00 PM** on **Friday, October 22, 2021** for the following public work:

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

TRANSFER STATION AND MRF FLOOR REPAIR

225 AND 333 SHOREWAY ROAD, SAN CARLOS CA, 94070

- 1.02 Project Description:** This project consists of resurfacing areas of concrete floor in the Transfer Station and MRF (Materials Recovery Facility). Work shall be completed within 60 Days from the date when Contract Time commences to run.

- 1.03 Procurement of Bidding Documents:** Bidding Documents contain the full description of the Work. Bidders may examine a complete hard-copy set of the Bidding Documents at the Authority's main office, located at 610 Elm Street, Suite 202, San Carlos, CA 94070.

For online viewing, please go to <https://rethinkwaste.org/about/rfps-rfqs/>.

Bidders may purchase a complete set of Bidding Documents from the Owner by calling 650-610-1621 or emailing to bids@rethinkwaste.org on or after Monday, October 4, 2021.

Bidder is responsible for printing any and all of Bidding Documents.

- 1.04 Instructions:** Bidders shall refer to Document 00 2115 (Instructions to Bidders) for required documents and items to be submitted via email to bids@rethinkwaste.org no later than the time and date set forth in Paragraph 1.01 above.

- 1.05 Mandatory Pre-Bid Site Visit:** Owner will conduct a Non-Mandatory Pre-Bid Conference and Site Visit at the bidder's request based on staff availability.

- 1.06 Bid Preparation Cost:** Bidders are solely responsible for the cost of preparing their Bids.

- 1.07 Reservation of Rights:** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

ARTICLE 2 LEGAL REQUIREMENTS

- 2.01 Required Contractor's License(s):** A California "B" contractor's license is required to bid this contract. Joint ventures must secure a joint venture license prior to award of this Contract. Specialty work may require a specialty contractor's license ("C-8") held by Bidder or a listed subcontractor. A City of San Carlos Business License (or other applicable city license if work is performed in another jurisdiction) is required throughout the duration of the contract.

2.02 Required Contractor and Subcontractor Registration

- A. Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00 4330, Subcontractor List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
- B. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with paragraph 2.02A above shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

2.03 Substitutions: Bidders must base their bids on products and systems specified in Contract Documents or listed by name in Addenda. Except as provided below, Owner will consider substitution requests only for “or approved equal items.” Bidders wanting to use “or approved equal items” may submit request on form to be obtained from Owner no later than 7 days after issuance of Notice of Award.

2.04 Substitution of Securities: Owner will permit the successful bidder to substitute securities for any retention monies withheld to ensure performance of the contract, in accordance with Public Contract Code Section 22300.

2.05 Prevailing Wage Laws: The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>] and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Also, the successful Bidder shall post the applicable prevailing wage rates at the Site.

2.06 Prevailing Wage Monitoring: This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

Dated: _____

By: _____
Joe LaMariana
Executive Director

Published: _____

Cyndi Urman
Office Manager/Board Secretary

END OF DOCUMENT

DOCUMENT 00 2115

INSTRUCTIONS TO BIDDERS

Bids are requested by Owner, for a general construction contract, or work described in general, as set forth in Document 00 1115 (Notice Inviting Bids), and the following additional terms.

ARTICLE 1 - PROCEDURES FOR SUBMISSION OF BIDS

1.01 Required Pre-Bid Conference and Site Visit

- A. Owner will conduct Pre-Bid Conference and Site Visit as indicated in Document 00 1115 (Notice Inviting Bids), to consider such matters as Bidders may request.
- B. The Site Visit may be the Bidders' only opportunity to investigate conditions at the Site. Other Pre-Bid Site Visits may be scheduled at Owner's sole discretion, depending on staff availability.
- C. Owner will issue Minutes of the Pre-Bid Site Visit, which shall constitute the sole and exclusive record and statement of the results of the Visit. The Minutes issued by Owner are not a Contract Document.

1.02 Required Pre-Bid Investigations

- A. Prior to submission of Bid, Bidder must conduct a careful examination of Bidding Documents and understand the nature, extent, and location of Work to be performed.
- B. Invasive testing will only be allowed with Owner's written approval and under such conditions as Owner may determine in its sole discretion.
- C. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work), as well as applicable environmental assessment information (if any) regarding the Project, by giving Owner reasonable advanced notice. Owner will make copies available for a fee. A Bidder must give five (5) days advanced notice if copies are desired.

1.03 Bidder Questions and Answers

- A. Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner in writing, via email to bids@rethinkwaste.org. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued electronically as posted at <https://rethinkwaste.org/about/rfps-rfqs/>. Owner may not answer questions received less than 10 Days prior to the date for opening Bids.
- B. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Bidders shall not rely on oral statements.

1.04 Addenda

- A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner. Addenda shall be acknowledged by number in Document 00 4115 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

ARTICLE 2 - RECEIPT OF BIDS

2.01 Date and Time

- A. Sealed Bids will be received by the Owner until the date and time indicated in Document 00 1115 (Notice Inviting Bids). All Bid emails' time-stamps will represent their submittal time. Owner shall reject all Bids received after the specified time. Bidders must submit Bids in accordance with this Document 00 2115.

2.02 Sealed Envelope Submission:

- A. Owner will receive Bids via email to bids@rethinkwaste.org, containing the required items described herein.
- B. Bidders should mark their Bid email using the name, address, identifying information, and contract number indicated in Document 00 1115 (Notice Inviting Bids).

2.03 Required Contents of Bid Envelope

- A. Document 00 4115 (Bid Form). Bidders must submit Bids on Document 00 4115 (Bid Form) in accordance with the provisions of Document 00 4115. Bidders must complete all Bid items and supply all information required by Bid documents and specifications.
- B. Document 00 4315 (Bond Accompanying Bid). Any Bidder whose Bid equals or exceeds \$5,000 must submit Document 00 4315 (Bond Accompanying Bid) accompanied by a cashier's check, certified check (certified without qualification and drawn on a solvent bank of the State of California or a National Bank doing business in the State of California), or completed form of Document 00 4315 of not less than 10% of the base Bid, payable to Owner and completed in accordance with the provisions of Document 00 4315.Document 00 4325 (Bidder Registration Form). Bidders must submit Document 00 4325 (Bidder Registration Form), completed in accordance with the provisions of Document 00 4325.
- C. Document 00 4330 (Subcontractors List). Bidders must submit Document 00 4330 (Subcontractors List) completed in accordance with the provisions of Document 00 4330. The Subcontractors List must include the names of all subcontractors for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered.
- D. Document 00 4519 (Non-Collusion Affidavit). Bidders must submit Document 00 4519 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00 4519.
- E. Document 00 4545 (Bidder Certifications). Bidders must submit Document 00 4545 (Bidder Certifications) completed in accordance with the provisions of Document 00 4545.

ARTICLE 3 BID OPENING AND EVALUATION

3.01 Determination of Apparent Low Bidder

- A. Owner will open each Bidder's emails at the time indicated in Document 00 1115 (Notice Inviting Bids), initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein and in Document 00 1115 (Notice Inviting Bids) and Document 00 4115 (Bid Form).
- B. Apparent Low Bid will be determined solely on the total amount of all Bid items based on terms contained in Document 00 1115 (Notice Inviting Bids) and Document 00 4115 (Bid Form). All Bidders are required to submit Bids on all Bid items (including any alternates).
- C. Owner will evaluate the Apparent Low Bidder for responsiveness and for responsibility.
- D. If Apparent Low Bidder is determined to be non-responsive or non-responsible, then Owner may proceed to the next Apparent Low Bidder's Bid pursuant to any procedures determined in its

reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.

3.02 Evaluation of Bids

- A. Bids must be full, complete, clearly written and using the required forms. Bidders shall make any change in the Bid by crossing out the original entry, entering and initialing the new entry. Bidder's failure to submit all required documents strictly as required entitles Owner to reject the Bid as non-responsive. All Bidders must submit Bids containing each of the fully executed documents supplied in this Project Manual.
- B. In evaluating Bids, Owner will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 00 4113 (Bid Form) or prior to the Notice of Award.
- C. Owner may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as Owner deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability, and capability to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing.
- D. Owner shall have the right to consider information provided by sources other than Bidder. Owner shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.
- E. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
- F. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of Owner made as part of Bid evaluation process after submission of Bid.

3.03 Reservation of Rights

- A. Owner reserves the right to:
 - 1. Reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids; and
 - 2. To reject the Bid of any Bidder as non-responsive as a result of any error or omission in the Bid.
- B. If Owner believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive, the Bidder is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Owner.
- C. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some Bid items and enhanced prices for other Bid items.
- D. Owner may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of 90 Days after award or full execution of the Contract, whichever first occurs.
- E. Owner may reject any or all Bids and waive any informalities or minor irregularities in the Bids. Owner also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project.

3.04 Required Contractor and Subcontractor Registration

- A. Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00 4330, Subcontractors List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
- B. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with paragraph 3.04.A, above, shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code

Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

ARTICLE 4 MANDATORY BID PROTEST PROCEDURES

4.01 Submission of Written Bid Protest

- A. Any Bid protest in connection with the construction contract or work described in general in Document 00 1115 (Notice Inviting Bids) must be submitted in writing to bids@rethinkwaste.org, before 5:00 P.M. of the fifth Business Day following opening of Bids.
- B. The initial protest document must contain a complete statement of the basis for the protest.
- C. The protest must refer to the specific portion of the document that forms the basis for the protest.
- D. The protest must include the name, address, and telephone number of the person representing the protesting party.
- E. Only Bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, Owner may evaluate all information contained in any protesting Bidder's Bid, and conduct the same investigation and evaluation as Owner is entitled to take regarding an Apparent Low Bidder.
- F. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

4.02 Exclusive Remedy

- A. The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

ARTICLE 5 AWARD AND EXECUTION OF CONTRACT

5.01 Notice of Award and Submittal of Executed Contract Documents

- A. If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Owner will issue Document 00 5105 Notice of Award. Such Award, if made, will be made within ninety (90) days after the opening of the Bid Proposals.
- B. Successful Bidder must execute and submit to Owner the "Required Contract Documents and Proof of Insurance" set forth below, by 5:00 p.m. of the 20th Day following the Notice of Award.

5.02 Required Contract Documents and Proof of Insurance

- A. Document 00 5205 (Construction Services Agreement), fully executed by successful Bidder. Submit one original via email to bids@rethinkwaste.org, bearing an original signature on the signature page and initials on each page.
- B. Insurance certificates and endorsements required by Document 00 5205 Appendix C: Submit one original set via email.
- C. If Contract Sum exceeds (or is expected to exceed) \$25,000, Construction Performance Bond in form provided at Document 00 5205 Appendix D, fully executed by successful Bidder and surety, in the amount set forth therein. Submit one original via email.
- D. If Contract Sum exceeds (or is expected to exceed) \$25,000, Construction Labor and Material Payment Bond in form provided at Document 00 5205 Appendix E, fully executed by successful Bidder and surety, in the amount set forth therein. Submit one original via email.
- E. Any other items identified by Owner in Document 00 5105 (Notice of Award).

5.03 Failure to Execute and Deliver Documents:

- A. If Bidder to whom Contract is awarded, within the period described in this Document 00 2115, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award, recover on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages Owner may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of Owner's damages.
- B. Upon such failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Apparent Low Bidder and proceed accordingly. Such Award, if made, will be made within sixty (60) days after the opening of the Bid Proposals.

ARTICLE 6 GENERAL CONDITIONS AND REQUIREMENTS

6.01 Modification of Commencement of Work:

- A. Owner expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to Project. Owner accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.
- B. Owner shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

6.02 Conformed Project Manual:

- A. Following Award of Contract, Owner may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

6.03 Payment Bond:

- A. If the Project described in Document 00 1115 (Notice Inviting Bids) involves an expenditure in excess of twenty-five thousand dollars (\$25,000), the successful Bidder must file a payment bond with and approved by Owner prior to entering upon the performance of the Work, in accordance with Civil Code Section 9550, *et seq.*

6.04 Wage Rates:

- A. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>] and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Also, Contractor shall post the applicable prevailing wage rates at the Site.

6.05 Withdrawal of Bids:

- A. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00 2115, only by written request for the withdrawal of Bid filed via email to bids@rethinkwaste.org. Bidder or its duly authorized representative shall execute request to withdraw Bid.

6.06 Ineligible Contractors and Subcontractors:

- A. Owner shall not accept a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code Section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code Section 1777.1 or 1777.7. (See Public Contract Code Section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

6.07 Public Records Act Requests:

- A. In accordance with the Public Records Act, Owner will make available to the public all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures set forth herein, and all subsequent Bid evaluation information. Except as otherwise require by law, Owner will not disclose trade secrets or proprietary financial information submitted by Bidders that has been designated as confidential by Bidder.
- B. Upon a request for records regarding this Bid, Owner will notify the Bidder involved, within 10 Days from receipt of the request, when the records will be made available for inspection. If the Bidder timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Bidder determines is not subject to public disclosure, and requests that Owner refuse to comply with the records request, Bidder will, at its sole expense, take all appropriate legal action and defend Owner's refusal to produce the information in all forums; otherwise Owner will make such information available to the extent require by applicable law, without restriction.
- C. Information disclosed in the Bid and the attendant submissions are the property of Owner unless Bidder makes specific reference to data that is considered proprietary.

6.08 Substitutions:

- A. Bidders must base their Bids on products and systems specified in the Contract Documents or listed by name in Addenda. Substitutions are permitted only as provided in the Contract Documents

6.09 Definitions:

- A. All abbreviations and definitions of terms used in this Document 00 2115 are set forth in Document 00 5205 (Construction Services Agreement).

END OF DOCUMENT

DOCUMENT 00 3135

GEOTECHNICAL DATA AND EXISTING CONDITIONS

ARTICLE 1 REPORTS AND INFORMATION ON EXISTING CONDITIONS

1.01 Inspection of Reports:

- A. Owner, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, information regarding Underground Facilities, and hazardous material surveys or information (collectively, **Existing Conditions Data.**)
- B. Bidders may inspect Geotechnical and Existing Conditions Data. These documents are available for review at the address identified therein. Copies may be obtained for the cost of reproduction and handling upon Bidder's payment for the costs.
- C. Existing Conditions Data is for information only and does not describe labor, materials or equipment furnished by Contractor, but rather, information regarding conditions of the work. Such Existing Conditions Data is not a Contract Document.

ARTICLE 2 USE OF EXISTING CONDITIONS DATA

2.01 Above-Ground Existing Conditions:

- A. Owner makes no warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by Owner regarding existing conditions.
- B. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding above-ground existing conditions supplied by Owner.

2.02 Underground Facilities:

- A. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to Owner by others (e.g., the builders of such Underground Facilities or others).
- B. Owner assumes responsibility for only the general accuracy, completeness or thoroughness of information regarding Underground Facilities that are owned by Owner. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it herein and discrepancies were not apparent. Bidder is solely responsible for any interpretation or conclusion drawn from this information. Owner is not responsible for information regarding Underground Facilities owned by others.

2.03 Hazardous Materials Surveys:

- A. Bidders may rely on this data and information for general accuracy regarding the locations of potentially hazardous materials subject of the Work. Owner does not warrant and makes no representation regarding the completeness or thoroughness of any data or information regarding existing conditions or hazardous materials including, but not limited to, quantities, characteristics, volumes, or associated structural features. Bidder represents and agrees that in submitting a Bid it is not relying on any such data, information or deductions.
- B. Data and information regarding the locations of hazardous materials are not part of Contract Documents.

2.04 Geotechnical Data:

- A. Bidder may rely upon the general accuracy of the "technical data" contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions,

provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent.

- B. The term “**technical data**” shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration. The term “technical data” does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures. The term “technical data” shall not include the location of Underground Facilities.
- C. Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder is solely responsible for any interpretation or conclusion drawn from any “technical data” or any other data, interpretations, opinions, or information contained in supplied geotechnical data.
- D. Except as expressly set forth in this Document 00 3135, Owner does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data.
- E. Bidder represents and agrees that in submitting its Bid, it is not relying on any geotechnical data supplied by Owner, except as specifically set forth herein.

ARTICLE 3 INVESTIGATIONS

3.01 Required Investigations:

- A. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance, or furnishing of Work, or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction Bidder is to employ and the safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- B. Bidders shall advise Owner in writing via email to bids@rethinkwaste.org during the Bid period of any questions, suppositions, inferences or deductions Bidders may have for Owner’s review and response.
- C. Owner has provided time in the period prior to bidding for Bidder to perform these investigations.

3.02 Access to Site for Investigations:

- A. During the Pre-Bid Site Visit(s), Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid, provided that invasive testing will be permitted only to the extent (and upon conditions identified in) provided in Document 00 2115 (Instructions to Bidders).

END OF DOCUMENT

DOCUMENT 00 4115

BID FORM

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

Re: TRANSFER STATION AND MRF FLOOR RESURFACING at 225 AND 333 SHOREWAY ROAD, SAN CARLOS, CA 94070

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY** in the form included in the Contract Documents, Document 00 5205 (Construction Services Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1115 (Notice Inviting Bids), and Document 00 2115 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 Days after the day of Bid opening, unless there is a bid protest, then 90 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	<u>ADDENDUM DATE</u>	Signature of Bidder

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums, unit prices and alternates (if any), must be filled in completely. Bid items are described in Contract Documents. Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.	All Work of Contract Documents other than Work separately provided for under other Bid items			\$	\$
<u>TOTAL</u>				TOTAL BID PRICE	\$

Total Bid Price:

(Indicate Bid Price in Words)

ALTERNATE NO.	DESCRIPTION	ALTERNATE PRICE (\$)
1		\$
2		\$

5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 1115 (Notice to Bidders) and Document 00 2115 (Instruction to Bidders).
6. Subcontractors for work are listed on Document 00 4330 (Subcontractors List), submitted herewith.
7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is emailed to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4115 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2115 (Instructions to Bidders) within the times specified therein.
9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
10. The undersigned Bidder herewith conveys cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2115 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the **SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY**.
11. The undersigned Bidder agrees to commence Work on the date established in, and to complete all Work within the time specified in, Document 00 5205 (Construction Services Agreement).
12. The undersigned Bidder agrees that, liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5205 (Construction Services Agreement) shall be as set forth in Document 00 5205.
13. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE:

If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and names of all individual co-partners composing the firm. If Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: _____

licensed in accordance with an act for the registration of Contractors, and with license number: _____ Expiration: _____.

(Place of Incorporation, if Applicable) (Principal)

(Principal)

(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Bidder)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

Contractor's Representative(s): _____
(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts _____
(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

(Area Code) (Number)

(Area Code) (Number)

Date of Bid:

END OF DOCUMENT

DOCUMENT 00 4315

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, **SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY, a California Joint Powers Authority**, as obligee, in the penal sum of **(Dollar Amount In Words)** _____

Dollars (\$ _____) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Bid for **Transfer Station and MRF Floor Resurfacing at 225 and 333 Shoreway Road, San Carlos, CA 94070.**

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Agreement be awarded to said Principal and said Principal shall, within the required periods, enter into the Agreement so awarded and provide any required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under Document 00 2115 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of _____, 20____.
(Month)

(Corporate Seal)

By _____
Principal

By _____
Surety

(Corporate Seal)

By _____
Attorney in Fact

END OF DOCUMENT

DOCUMENT 00 4325
BIDDER REGISTRATION FORM

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

Type of Business: _____ Sole Proprietor _____ Partnership
 _____ Non-Profit 501(c)(3) _____ Corporation
 _____ other (please explain: _____)

INSURANCE

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

All-risk Course of Construction (if Required by Document 00 5205 Informal Construction Services Agreement, Appendix A):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

SIGNATURE

DATE

SAFETY EXPERIENCE

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.

[20__] _____ [20__] _____ [20__] _____

2. Use Bidder's last year's Cal/OSHA 300/301 log to fill in the following number of injuries and illnesses:

a. Number of lost workday cases _____

b. Number of medical treatment cases _____

c. Number of fatalities _____

3. Employee hours worked last year _____

4. State the name of Bidder's safety engineer/manager:

Attach a resume or outline of this individual's safety and health qualifications and experience.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER:

By: _____
Signature

Its: _____
Title

Date _____

END OF DOCUMENT

DOCUMENT 00 4330

SUBCONTRACTORS LIST

The Subcontractors List must include the names of all subcontractors for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount.

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor's License No.	DIR Registration Number*

(Bidder to attach additional sheets if necessary)

* Pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code.

END OF DOCUMENT

DOCUMENT 00 4519

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE SECTION 7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
COUNTY OF) ss.

_____, being first duly sworn,
(Name of Principal of Bidder)

deposes and says that he or she is _____
(Office of Affiant)

of _____, the party
(Name of Bidder)

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 the Bid is genuine and not collusive or sham; that 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, or that anyone shall refrain from bidding, and that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against Owner, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid 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.

Executed under penalty of perjury under the laws of the State of California:

_____,
(Name of Bidder)

_____,
(Signature of Principal)

Subscribed and sworn before me _____

This _____ day of _____, 20__

Notary Public of the State of _____

In and for the County of _____

My Commission expires _____ (Seal)

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

NOTE: If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

NOTE: If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

END OF DOCUMENT

DOCUMENT 00 4545

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 7 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Labor Code Section 1773, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776, regarding wage records, and with Labor Code Section 1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid and work on public works projects.

5. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

6. CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

BIDDER:

(Name of Bidder)

Date: _____, [20_]

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT

DOCUMENT 00 5105

NOTICE OF AWARD

Dated _____

TO: _____

ADDRESS: _____

CONTRACT FOR: **SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY
TRANSFER STATION AND MRF FLOOR RESURFACING AT 225 AND 333
SHOREWAY ROAD, SAN CARLOS, CA 94070**

The Contract Sum of your Agreement is _____
(Amount in Words)

Dollars (\$ _____)

1. Two copies of the proposed Contract Documents listed below accompany this Notice of Award.
2. You must comply with the following conditions precedent by **[5:00 p.m.]** of the **[20th Day]** following the date of this Notice of Award, that is, by **[Day of the Week, Month Day, 20__]**.
 - a. Deliver to Owner one fully executed counterpart of Document 00 5205 (Construction Services Agreement) via email. Document 00 5205 must bear your original signature on the signature page and your initials on each page.
 - b. Deliver to Owner one original set of the insurance certificates via email with endorsements required by Document 00 5205 Appendix C.
 - c. If your Contract Sum exceeds (or is expected to exceed) \$25,000, deliver to Owner one original Construction Performance Bond in form attached to Document 00 5205 as Appendix D, executed by you and your surety.
 - d. If your Contract Sum exceeds (or is expected to exceed) \$25,000, deliver to Owner one original Construction Labor and Material Payment Bond in form attached to Document 00 5205 as Appendix E, executed by you and your surety.
3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
4. Within 21 days after you comply with the conditions in Paragraph 2 of this Document 00 5105, Owner will return to you one fully signed counterpart of Document 00 5205 (Informal Construction Services Agreement) via email with 1 copy of the Project Manual (including Specifications and Drawings) and 1 set of full-size Drawings.
5. Before you may start any Work at the Site, you may attend a pre-construction conference. The pre-construction conference may be arranged through bids@rethinkwaste.org. Questions regarding bonds and insurance may be directed to that same email.
6. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records in accordance with Labor Code Section 1776.

**OWNER: SOUTH BAYSIDE WASTE
MANAGEMENT AUTHORITY**

By: _____

(Title)

(Print Name)

ATTEST: _____

Board Secretary

(Print Name)

AUTHORIZED BY BOARD RESOLUTION:

NO: 2021-34

ADOPTED: 9/30, **[2021]**

[Copy of Resolution Attached]

END OF DOCUMENT

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

610 Elm Street, Suite 202, San Carlos, CA 94070

CONSTRUCTION SERVICES AGREEMENT

TRANSFER STATION AND MRF FLOOR RESURFACING

DATE: _____

1. IDENTIFICATION OF CONTRACTOR:

CONTRACTOR:

LICENSE NO:

2. SCOPE OF THE WORK

See Scope of Work attached as Appendix A. **[To include drawings, etc.]**

3. COMPENSATION FOR WORK. Contractor's total compensation for the Work performed under this Agreement (**Contract Sum**) is \$ _____, to be paid as lump sum with progress payments, up to a guaranteed not-to-exceed amount of \$ _____. All payments shall be subject to a five percent (5%) retention, as seen in the Milestone Payment Schedule included in Appendix A.

4. SCHEDULE OF PERFORMANCE FOR THE WORK. Contractor shall commence and complete the Work by the following dates:

Commencement Date shall be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Substantial Completion Date: Within 60 calendar days of Commencement Date.

Final Completion Date: Within 30 calendar days of Substantial Completion.

4.01 Liquidated Damage Amounts.

- A. As liquidated damages for delay Contractor shall pay Owner Two Thousand dollars (\$2,000.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner Two Thousand dollars (\$2,000.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

- A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures

of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

- B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

5. TERMS AND CONDITIONS.

5.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):

- A. Appendix A – Scope of Work
- B. Appendix B – General Conditions
- C. Appendix C – Insurance
- D. Appendix D – Construction Performance Bond
- E. Appendix E – Construction Labor and Materials Payment Bond

5.02 The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.

5.03 Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY
ATTN: Accounting, accounting@rethinkwaste.org
610 Elm Street, Suite 202
San Carlos, CA 94070

CONTRACTOR:

OWNER: **South Bayside Waste Management Authority**

Signature

Signature

Print Name & Title

Print Name & Title

Date

Date

Appendix A to Construction Services Agreement

SCOPE OF WORK

Replace the worn areas indicated on Attachment "Shoreway Floor Repair Layout" map with a Cementitious Natural Aggregate Topping. The Owner is not able to determine the exact extent of the deteriorated flooring. The Contractor shall test the integrity of the concrete in the worn areas and determine the extent of the repairs needed. If the Contractor proposes more than one recommended product, please provide the Owner with descriptions and unit prices for each.

The floor resurfacing Scope here designating technical specifications and portions of the floor of the Transfer Station to be resurfaced (paired with Attachment A) is not intended to be an exclusive description of work categories. The Contractor shall determine, specify and include in its pricing all materials, labor, equipment, and daily cleanup measures necessary to complete the Scope as shown and specified.

The Cementitious Natural Aggregate Topping shall be pre-formulated and pre-mixed heavy-duty natural aggregate topping or Owner-approved equal, as indicated on the Contract Drawings and specified in this section. The topping applicator shall provide and place heavy-duty pre-formulated and pre-mixed natural aggregate topping or Owner-approved equal, blended and packaged at the manufacturer's owned and controlled factory and delivered to the job site ready to apply. Work shall include materials and procedures for the required concrete surface preparation, including bonding, mixing, placing, finishing and curing, per Manufacturer's requirements. The Topping Product must attain a minimum strength of 6,500 psi at 7 days and 10,000 psi at 28 days.

This project requires a very experienced installer which has been previously approved by the manufacturer. An installer employing personnel with a minimum of 10 years' experience who has completed topping Work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of similar size and application is required. Recent experience (dating no earlier than year 2011) must include at least 5 successful in-service projects, especially for public agencies and/or waste disposal facilities. Installer must be approved in writing by material manufacturer prior to bid.

Material manufacturers shall be ISO 9001/9002 registered and provide proof thereof. They also must provide proof of documented quality assurance system. Quality system must be registered by an independent registrar who is accredited by the American National Standards Institute, Registrar Accreditation Board (ANSI-RAB) or by another internationally recognized body. ISO 9001/9002 certification shall be included with material submittals.

The Contractor shall furnish the Owner a 1-year material and labor warranty signed jointly by the topping manufacturer and installer. The warranty shall include the following:

- a. Suitability of topping material for the project;
- b. Service preparation and bonding of topping for 1 year; and
- c. Wear resistance: a wear failure shall be construed if the topping material wears through down to the substrate at any point during the warranty period.

Work shall occur during weekend hours (preferably during the month of December or shortly thereafter), starting Friday evening after 5:00 PM if need be. Floors and roads shall return to service the following Monday morning, prior to 2:00 AM.

Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

- 1.01 Construction Services Agreement (Agreement) Force and Effect.** The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed), and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.
- 1.02 No Modification or Waiver.** The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.
- 1.03 Performance of Work/No Assignment.** Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

ARTICLE 2 LEGAL AND MISCELLANEOUS

- 2.01 Records and Payment Requests.** Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

- 2.02 Independent Contractor.** Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in the Contract Documents as Owner's responsibility.
- 2.03 Indemnity/Liability.** Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its officers, directors, representatives, agents and employees, against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
- 2.04 Defective Work; Warranties.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.
- 2.05 Compliance with Laws; Conflict of Interests.** Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in anyway attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency.
- 2.06 Termination; Suspension; Disputes.** Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs

resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. Except as specified otherwise, all claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public Contract Code Sections 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

- 2.07 Execution; Venue; Limitations.** The Agreement shall be deemed to have been executed in San Mateo County, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.
- 2.08 Employee Wages; Records; Apprentices.** Contractor shall pay prevailing wages to its employees on any contract in excess of \$1,000.00 (one thousand dollars). Copies of the prevailing rate of per diem wages are on file at Owner's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 (if applicable) and 1776, including (if the Agreement is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds \$2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.
- 2.09 Mandatory Contractor and Subcontractor Registration.** Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.
- 2.10 Worker's Compensation.** Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that 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 Contractor shall comply with such provisions before commencing the performance of the Work.
- 2.11 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.**
- A. If Contract Sum under the Agreement exceeds (or is expected to exceed) \$25,000, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond, and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).
 - B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

2.12 Earthwork and Underground Facilities. If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing via email of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of \$25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

2.13 Protection Of Work, Persons, And Property

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.
- B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owners of adjacent property and of Underground Facilities and utility Owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.
- D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and Owner receives satisfactory evidence to that effect.
- F. Work within the right-of-way lines of the city and/or State shall be done in accordance with the standards and specifications of the controlling agency. Permit for such work shall be obtained and paid for by the Contractor before executing the work within such right-of-ways.

Appendix C to Construction Services Agreement

INSURANCE

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **\$1,000,000** general aggregate and **\$1,000,000** each occurrence, subject to a deductible of not more than **\$1,000** payable by Contractor.
2. Business Automobile Liability Insurance with limits not less than **\$1,000,000** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **\$1,000** payable by Contractor.
3. Workers' Compensation Employers' Liability limits not less than **\$1,000,000** each accident, **\$1,000,000** per disease and **\$1,000,000** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation in favor of the South Bayside Waste Management Authority, its officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
4. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner as an additional insured. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.
5. In addition to any provisions required in clauses 1-5 above, insurance policies in Appendix C shall contain an endorsement containing the following terms (excluding Workers Compensation insurance with respect to paragraph 5.01 below):
 - 5.01 South Bayside Waste Management Authority, its officers, directors, officials, agents, employees, and volunteers, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
 - 5.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
 - 5.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to Owner thirty (30) days in advance of the effective date thereof.
 - 5.04 Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.
6. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 6.03 above.
7. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **A-**, **VII** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.
8. The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Owner, to the

extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.

9. All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.
10. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.
11. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, Owner at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

Appendix D to Construction Services Agreement

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **South Bayside Waste Management Authority**, a California Joint Powers Authority (**Owner**), has awarded to **(Name of Contractor)** as Principal a Construction Services Agreement dated the _____ day of _____, 20____ (**Agreement**), titled THE TRANSFER STATION AND MRF FLOOR RESURFACING PROJECT in the amount of \$ _____, which Agreement is by this reference made a part hereof, for the work described as follows:

Resurface seven portions of the floor of the Transfer Station, and one portion of the floor in the MRF, with the designated epoxy and procedure as specified in the attached Scope of Work.

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;
3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
6. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:
 - 6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
 - 6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount

payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.
8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.
10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal)

Company: _____ (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

Appendix E to Construction Services Agreement

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **South Bayside Waste Management Authority**, a California Joint Powers Authority (**Owner**) has awarded to **(Name of Contractor)** as Principal a Construction Services Agreement, dated the _____ day of _____, 20____ (**Agreement**), titled THE TRANSFER STATION AND MRF FLOOR RESURFACING PROJECT located at 225 AND 333 SHOREWAY ROAD, SAN CARLOS, CA 94070 in the amount of \$_____, which Agreement is by this reference made a part hereof, for the work described as follows:

Resurface seven portions of the floor of the Transfer Station, and one portion of the floor in the MRF, with the designated epoxy and procedure as specified in the attached Scope of Work.

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM (\$_____), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.
8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20__.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

END OF DOCUMENT

DOCUMENT 00 5505
NOTICE TO PROCEED

Dated: _____, 202_

To: _____
(Contractor)

Address: _____

AGREEMENT FOR: **SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY
TRANSFER STATION AND MRF FLOOR RESURFACING AT 225 AND 333
SHOREWAY ROAD, SAN CARLOS, CA 94070**

You are notified that the Contract Time under the above Agreement will commence to run on _____ [20__]. On that date, you are to start performing your obligations with respect to Work at the Site under the Agreement. In accordance with Document 00 5205 (Construction Services Agreement), the dates of Substantial Completion and Final Completion for the entire Work are _____, [20__] and _____, [20__], respectively.

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program and related information

OWNER: SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

By: _____

Its: _____

END OF DOCUMENT