

**DOCUMENT 00 0105**

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**CONSTRUCTION SERVICES PROJECT MANUAL**

**for**

**Shoreway Environmental Center Monument Signage Project  
PROJECT NO. 2026-06**

**at**

**333 Shoreway Road  
San Carlos, CA 94070**

**SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY**  
Known as RethinkWaste

South Bayside Waste Management Authority  
1245 San Carlos Ave  
Suite E  
San Carlos, CA 94070

**Notice Date: May 14, 2026**

**Bid Date: Wednesday June 10, 2026 at 12:00PM**

**Contract Number: 2026-06**

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**END OF DOCUMENT**

**DOCUMENT 00 1115****NOTICE INVITING BIDS****ARTICLE 1 INVITATION TO BID**

- 1.01 Notice Inviting Bids:** Owner will receive sealed Bids at the Owner's main office, located at 1245 San Carlos Ave, Suite E, San Carlos, CA 94070 until **12PM on Wednesday, June 10, 2026** for the following public work:

**SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY**

## SHOREWAY ENVIRONMENTAL CENTER MONUMENT SIGNAGE PROJECT

**333 Shoreway Road, San Carlos, CA 94070**

- 1.02 Project Description:** Demolition of two (2) existing monument signs, plus concrete base. Existing sign (1) is approximately 10' – 4" wide and 8' – 0" tall. Existing sign (2) is approximately 7' – 4" wide and 8' – 0" tall. Existing signs have a concrete base of approximately 8" – 12" tall. Fabrication and construction of two (2) new monument signs, plus concrete base and footing. New sign (1) is approximately 10' – 4" wide and 15' – 0" tall. New sign (2) is approximately 7' – 4" wide and 11' – 6" tall. Concrete base and footing engineering to be provided in the scope of work. 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 1245 San Carlos Ave, Suite E, San Carlos, CA 94070.
- For online viewing, please go to <http://rethinkwaste.org/bids>
- Bidders may purchase a complete set of Bidding Documents from the Owner by calling 650-610-1621 or emailing to [bids@rethinkwaste.org](mailto:bids@rethinkwaste.org) on or after May 15, 2026.
- 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 for required documents and items to be submitted. Owner will only receive bids submitted electronically. Bids will be received until 12PM, on Wednesday June 10, 2026 only at the following email address [bids@rethinkwaste.org](mailto:bids@rethinkwaste.org), after which time the bids will be opened and publicly read aloud via Zoom via video conference **Meeting Link:** <https://us02web.zoom.us/j/89854814965?pwd=R9rirTelnfvgMDQmobPoLBAG9cnDaQ.1> **Meeting ID:** 898 5481 4965 **Passcode:** 493943 Any bid that is submitted after this time shall be nonresponsive. Each bidder is solely responsible for timely submission of its bid; Owner is not responsible for any technological issues in a bidder's ability to timely submit its bid or portion thereof. Any claim by a bidder of error in its bid must be made in compliance with section 5100, et seq. of the Public Contract Code. Prior to publicly reading aloud bids at the video conference, Owner reserves the right to verify the genuineness of any bid security no later than the time and date set forth in Paragraph 1.01 above
- 1.05 Optional Pre-Bid Site Visit:** Owner will conduct an Optional Pre-Bid Site Visit at **1PM on Tuesday, May 26, 2026 at Shoreway Environmental Center 333 Shoreway Way San Carlos, CA 94070.** The Pre-Bid Conference and Site Visit will last approximately **one hour**. Bidders can request additional site visits at the Owner's sole discretion. Requests must be submitted in writing to the following email address [bids@rethinkwaste.org](mailto:bids@rethinkwaste.org).
- 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 "C45" contractor's license is required to bid this contract. Joint ventures must secure a joint venture license prior to award of this Contract. 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 Bid Alternates:**
- A. Bid alternates are identified as follows:
    - 1. No bid alternates
  - B. The determination of lowest bid shall be based upon:
    - 1. Base contract bid only
- 2.04 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 **June 1, 2026**.
- 2.05 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.
- 2.06 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.
- 2.07 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  
Authority Clerk/Sr. Management Analyst

**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 Optional Site Visit

- A. Owner will conduct an optional Pre-Bid Site Visit on Monday, May 18, 2026 at 12:00N.
- 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.

##### 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. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written Addenda via email delivery to all parties recorded by Owner as having received Bidding Documents. 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. Electronic Bid Documents will be received by the Owner until the date and time indicated in Document 00 1115 (Notice Inviting Bids). Electronic Submissions will receive an Outlook™ time-stamped to reflect their submittal time. Owner shall reject all Bids received after the specified time and they will not be accepted Bidders must submit Bids in accordance with this Document 00 2115.

### 2.02 Electronic Bid Submission:

- A. Owner will receive bids submitted electronically from bidders as stipulated in the Notice Inviting Bids.
- B. Email subject line must include the name of the Bidder, name of Project, the Project Number and/or bid number, and the time of bid opening.
- C. Bidders must submit two attachments: (1) "Attachment A - Bid Submittals" and (2) "Attachment B – Statement of Qualifications."
- D. Bids must be electronically submitted to the following email address [bids@rethinkwaste.org](mailto:bids@rethinkwaste.org) by date and time shown in the Notice to Bidders.
- E. Each bidder is solely responsible for timely submission of its bid; Owner is not responsible for any technological issues affecting a bidder's ability to timely submit its bid or portion thereof.
- F. Bid emails must attach all documents as required herein.

### 2.03 Required Contents of "Attachment A" Bid Submittals

- 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 Bidders' Attachment A Submittals at the time and place 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), or as set forth in Paragraph 2.02 of Document 00 1115 (Notice Inviting Bids). 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© 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 the Authority’s Executive Director at 1245 San Carlos Ave, Suite E, San Carlos, CA 94070, 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 contract, bearing a certified digital signature on the signature page and initials on each page
- B. Insurance certificates and endorsements required by Document 00 5205 Appendix C: Submit one electronic set.
- 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 to 1245 San Carlos Ave. Suite E, San Carlos, CA, 94070 attention Cyndi Urman, and submit one electronic copy 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 Submit one original to 1245 San Carlos Ave. Suite E, San Carlos, CA, 94070 attention Cyndi Urman, and submit one electronic copy 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/OPRI/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 with Owner at the Authority's main office, located at 1245 San Carlos Ave, Suite E, San Carlos, CA 94070. 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](http://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**

**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 listed in Section 01 1100 (Summary of Work) and 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 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: **SHOREWAY ENVIORMENTAL CENTER MONUMENT SIGNAGE PROJECT** at **333 Shoreway Road, San Carlos, CA 94070** Contract Number **2026-06**

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, attended the mandatory Pre-Bid Meeting, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

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

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.	Mobilization/ Demobilization			\$	\$
2.	Demolition of existing two (2) monument signs			\$	\$
3.	Fabrication/Constructi on of two (2) new monument signs			\$	\$
4.	Permits			\$	\$
5.	All Work of Contract Documents other than Work separately provided for under other Bid items			\$	\$
<b>TOTAL</b>				<b>TOTAL BID PRICE</b>	<b>\$</b>

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 mailed or delivered 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 encloses 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 Owner Agreement Number **2026-06 SHOREWAY ENVIORNMENTAL CENTER MONUMENT SIGNAGE PROJECT** at **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**



**Automobile Liability:**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**All-risk Course of Construction:**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**Professional Liability:**

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 4519

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE SECTION 7106

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

STATE OF CALIFORNIA )
) ss.
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, 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 \_\_\_\_\_, 202\_\_

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: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Title)

**END OF DOCUMENT**

**DOCUMENT 00 5105**

**NOTICE OF AWARD**

Dated \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACT NO.: 2026-06

CONTRACT FOR: **SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY  
SHOREWAY ENVIORNMENTAL CENTER MONUMENT SIGNAGE PROJECT  
AT 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 **[20<sup>th</sup> Day]** following the date of this Notice of Award, that is, by **[Day of the Week, Month Day, 20\_]**.
  - a. Deliver to Owner ONE certified electronic signature fully executed counterparts of Document 00 5205 (Construction Services Agreement). Each copy of 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 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 executed certified electronic signature signed counterpart of Document 00 5205 (Informal Construction Services Agreement) with **an electronic** copy of the Project Manual (including Specifications and Drawings) and **One** set of full-size Drawings.
5. Before you may start any Work at the Site, you must attend a pre-construction conference. The pre-construction conference may be arranged through **Joanne Nghiem, Project Manager at [jnghiem@rethinkwaste.org](mailto:jnghiem@rethinkwaste.org)**. Questions regarding bonds and insurance may be directed to **Cyndi Urman at [bids@retinkwaste.org](mailto:bids@retinkwaste.org), or 650-610-1620**. All other inquiries regarding the Project should be directed via email to [bids@rethinkwaste.org](mailto:bids@rethinkwaste.org)

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: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

**[Copy of Resolution Attached]**

**END OF DOCUMENT**

DOCUMENT 00 5105  
**SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY**  
1245 San Carlos Ave, Suite E, San Carlos, CA 94070

**CONSTRUCTION SERVICES AGREEMENT**

**SHOREWAY ENVIORMENTAL CENTER MONUMENT SIGNAGE PROJECT**

**Agreement No. 2026-06**

DATE: \_\_\_\_\_

**1. IDENTIFICATION OF CONTRACTOR:**

CONTRACTOR:

LICENSE NO:

**2. SCOPE OF THE WORK**

See Scope of Work attached as Appendix A.

- 3. COMPENSATION FOR WORK.** Contractor's total compensation for the Work performed under this Agreement (**Contract Sum**) is \$\_\_\_\_\_, to be paid as (**check one**): (1)  lump sum; (2)  lump sum with progress payments; (3)  per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of \$\_\_\_\_\_. All payments (**check one**):  shall  shall not be subject to a five percent (5%) retention.

- 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 90 calendar days of Substantial Completion.

**4.01 Liquidated Damage Amounts.**

- A. As liquidated damages for delay Contractor shall pay Owner Five Hundred dollars (\$500.00) 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 Five Hundred dollars (\$500.00) 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
- F. Appendix F – Supplemental Conditions

**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: Executive Director  
1245 San Carlos Ave, Suite E  
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**

**Background:** The Shoreway Environmental Center, located at 225 and 333 Shoreway Road, San Carlos, CA 94070, is a critical infrastructure to the community as the regional transfer station and materials recovery facility, processing solid waste for 11 cities, towns and districts throughout San Mateo County. The facility operates 7 days a week, nearly every day of the year. RethinkWaste is in the process of refreshing the signage throughout the facility to improve traffic circulation and most importantly, safety. There are two (2) existing monument signs along Shoreway Road that serve as important directional signage and is the first impression for visitors to the facility. RethinkWaste has already received approval from the City of San Carlos to replace the two (2) monument signs with taller signs that are more colorful and visually impactful. However, permits will still need to be obtained with the City of San Carlos.

#### **Tasks/Bid Items:**

1. Mobilization/Demobilization
2. Demolition of the existing two (2) monument signs, plus concrete base
  - a. Existing sign (1) is approximately 10' – 4" wide and 8' – 0" tall. Existing sign (2) is approximately 7' – 4" wide and 8' – 0" tall. Existing signs have a concrete base of approximately 8" – 12" tall. See attached photos of the existing monument signs and the concrete base provide information of the existing conditions, to be used as a reference only. Contractor is responsible to field verify all dimensions.
3. Fabrication and construction of two (2) new monument signs, plus concrete base and footing
  - a. New sign (1) is approximately 10' – 4" wide and 15' – 0" tall. New sign (2) is approximately 7' – 4" wide and 11' – 6" tall. Concrete base and footing engineering to be provided in the scope of work. See attached technical drawings.
4. Permits
  - a. Preparation of engineered drawings for submission to the City of San Carlos permitting department.

#### **Work and Contract Elements:**

1. Work is adjacent to the main driveway/corridors of the facility and cannot conflict with site operations in any way. Work shall occur after operating hours, M-F after 6:00 PM and weekends after 5:00 PM. Roads shall return to service everyday by 4:00 AM local time. Coordinate workdays, equipment and material delivery and storage, start and finish times, and other site matters with the facility general manager, Dwight Herring.
2. Owner may provide laydown area based on space availability. Laydown areas must be approved and coordinated with facility general manager, Dwight Herring.
3. Owner will provide waste disposal and dumpster.
4. All work to be completed in (1) installation. One mobilization for delivery and the work is assumed with an uninterrupted work schedule thereafter.
5. Temporary power and sanitary facilities are available to contractor.

#### **Attachments:**

Attachment A – Existing Conditions Photos

Attachment B – Technical Drawings

**Attachment A – Existing Conditions Photos**







**Attachment B – Technical Drawings**

# Shoreway Environmental Center



## GENERAL DESCRIPTION

PROJECT FONT:  
Source Sans Pro - Black

PROJECT COLORS:  
PT-1 = Pantone 300-C (to match closest Matthews Paint color)  
PT-2 = Pantone 369-C (to match closest Matthews Paint color)  
PT-4 = White

**A B C D E F G H I J K L M N O P Q R S T U V W X Y Z**  
**a b c d e f g h i j k l m n o p a r s t u v w x y z**  
**1 2 3 4 5 6 7 8 9 0**

### 1 PROJECT FONT: Source Sans Pro - Black

PT-1



Pantone 300-C  
(to match closest  
Matthews Paint color)

PT-2



Pantone 369-C  
(to match closest  
Matthews Paint color)

PT-4



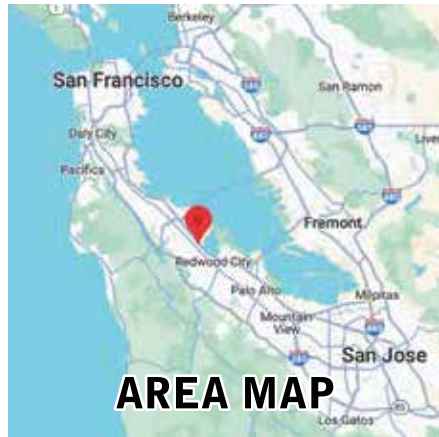
White

### 2 PROJECT COLORS

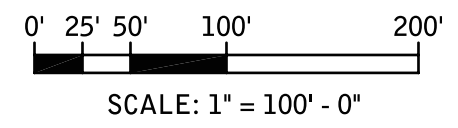
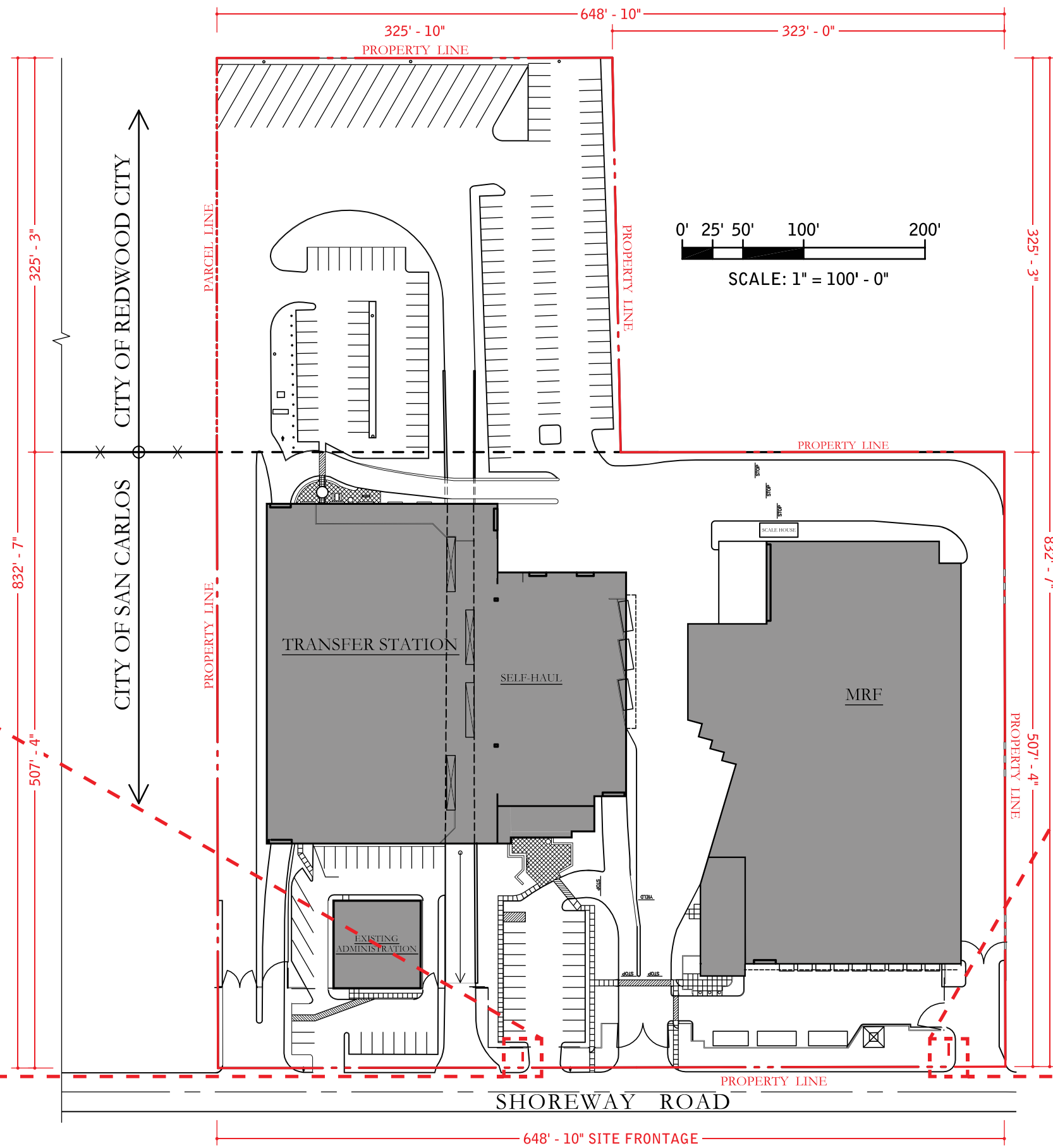
# SITE AREA ANALYSIS

333 Shoreway Rd, San Carlos, CA 94070  
 Zone: M-2 Heavy Industrial District  
 Setback Requirements: Front: 0, Rear: 0, Side: 0

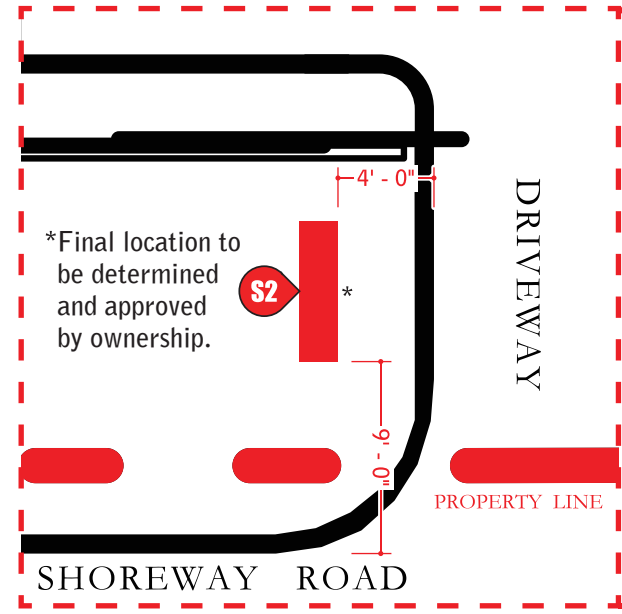
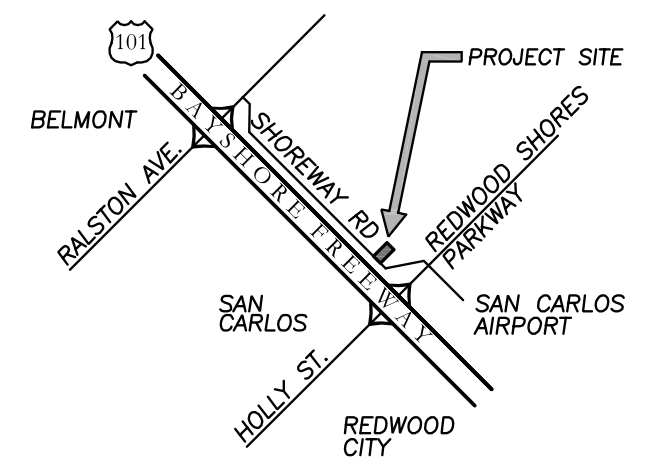
SITE FRONTAGE	648' - 10"	
TOTAL LOT AREA	435,890 SF (10 Acres)	100%
LANDSCAPE AREA	49,000 SF	11%
HARDSCAPE AREA	236,000 SF	54%
BUILDING AREA		
MRF	70,200 SF	
TS	76,780 SF	
Administration	5,190 SF	
Scalehouse	100 SF	
<b>TOTAL</b>	<b>152,270 SF</b>	<b>35%</b>



AREA MAP

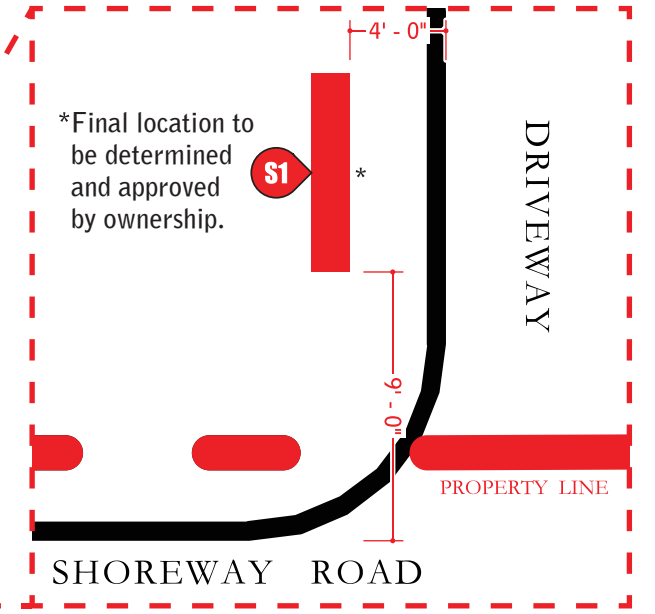


## VICINITY MAP



\*Final location to be determined and approved by ownership.

SCALE: 1" = 10' - 0"



\*Final location to be determined and approved by ownership.

SCALE: 1" = 10' - 0"

## GENERAL REQUIREMENTS

1. The Fabricator is the entity who is responsible for the completed signage products described by these documents including but not limited to Fabrication and Installation. The General Contractor is the entity responsible for the Shoreway Monuments Project.
2. The Fabricator is responsible for the structural engineering design of the signage and supporting structure to comply with the graphic design described by these documents. The Fabricator shall submit structural engineering shop drawings signed and sealed by Professional Engineers registered in California for the respective disciplines.
3. The intent of the Design Intent Documents is to include all items necessary for the proper execution and completion of the Work by the Fabricator in accordance with the highest standards of trade practice. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
4. The Fabricator shall carefully study and compare the various Drawings and other Design Documents relative to that portion of the work, as well as the information furnished by the Owner (including existing and proposed conditions). The Fabricator shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. Also, the Fabricator is responsible for reviewing these document for compliance with all building and zoning regulations. These obligations are for the purpose of facilitating construction by the Fabricator and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, omissions or inconsistencies discovered by the Fabricator shall be reported promptly to Joanne Nghiem as a request for information in such form as Joanne Nghiem may require. If the Fabricator fails to perform the review of the existing conditions and the coordination of the Construction Documents, the Fabricator shall pay such costs and damages to the Owner as would have been avoided if the Fabricator had performed these obligations.
5. The Fabricator shall be responsible to the Owner for acts and omissions of the Fabricator's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Fabricator or any of its Subcontractors.
6. The Fabricator may make substitutions only with the consent of the Owner, after evaluation by Joanne Nghiem and in accordance with a Change Order.
7. The Fabricator warrants to the Owner and Joanne Nghiem that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Fabricator's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Fabricator, improper or insufficient maintenance, or normal wear and tear caused by normal usage. If Required by Joanne Nghiem, the Fabricator shall furnish satisfactory evidence as to the kind and quality of materials and equipment. In addition, the Fabricator shall warranty to the Owner to replace or repair any portion of the Work that fails to conform with the requirements of the Construction Documents within a one (1) year period from date of final acceptance of the Work.
8. Unless otherwise provided in the Contract Documents, the Fabricator shall secure and pay for the signage permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded. The Fabricator shall comply with and give notices required by laws, ordinances, rules, regulations

and lawful orders of public authorities applicable to performance of the work.

9. The Fabricator shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.
10. Pre-Construction Conference: A pre-construction meeting will be held with representatives from the Owner, General Contractor, Fabricator and Joanne Nghiem to establish the procedure for communication and coordination with the General Contractor and subsequent Trades.
11. The Fabricator shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Fabricator, and communications given to the superintendent shall be as binding as if given to the Fabricator. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. Fabricator will coordinate on-site Work and electrical hookup connections with the General Contractor.
12. The Fabricator shall perform no portion of the Work unless Shop Drawings, Product Data, Samples, Mock-Ups (where indicated) or similar submittals have been reviewed by Joanne Nghiem and accepted for inclusion in the Work. Graphic artwork shall be provided by Joanne Nghiem to the Fabricator via digital transfer. The Fabricator shall notify Joanne Nghiem of any discrepancies in the submittal documents immediately and shall not proceed or allow any work in those areas until discrepancies are resolved.
13. The Fabricator shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. The Fabricator shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Fabricator shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Fabricator shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.
14. The Fabricator shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Fabricator shall remove from and about the Project waste materials, rubbish, the Fabricator's tools, construction equipment, machinery and surplus materials. If the Fabricator fails to clean up as specified above, the Owner may do so and the cost thereof shall be charged to the Fabricator.

## DRAWINGS

1. Do not scale the drawings. All sign copy and graphics should be considered to be representative and are subject to change. Refer to final message schedule for final copy on all signs.
2. All dimensions are to the exterior face of the finished material unless otherwise noted. All elevations are noted from finish grade elevations.
3. All graphics and colors provided must conform to scale, specifications and PMS numbers where provided.
4. Final Location of Signs: The location of signs as shown on the Sign Location Plans is for general reference only. Some cases is not representative of the exact final location. Final locations of signs shall be field located in coordination with G&A, Owner, General Contractor at the site. Fabricator shall arrange for meetings at the site to accommodate direction of final locations according to project schedule.

## MATERIALS AND FABRICATION

1. All materials shall be of new stock, free from defects impairing strength, durability, or appearance.

2. All aluminum fabrication shall be per the Contract Documents and all joints shall be welded, filled, ground, and sanded smooth prior to painting to ensure a uniform surface.
3. When dissimilar metals are in contact, the contacting surfaces shall be coated with asphaltic paint to prevent oxidation and electrolysis. Aluminum and steel are not to come in contact with each other.
4. Sign faces must be left clean and free of glue or other foreign material. Edges are to be routed smooth and straight.
5. All corners shall be 90° with crisp, clean edges unless otherwise specified.
6. All interior finish and trim materials are to meet Class III flame spread ratings of 76 to 200, or per applicable code.
7. Signs shall be securely fastened with provisions for repair, replacement and routine maintenance without destruction or dismantling the sign and/or surrounding structure(s).

## PAINTING AND FINISHING

1. All aluminum materials shall be thoroughly sanded to remove oxidation and primed prior to painting and anodizing process. In the case of painting the aluminum, this is done to ensure maximum paint adhesion.
2. Primer coats or other surface pretreatment, where recommended by the manufacturer for paints, shall be included as part of the finished surface work at no extra cost to the owner.
3. All paints shall be evenly applied without pinholes, scratches, orange-peeling, application marks and other imperfections. Workmanship, finishes and formation of letters shall conform to the highest standards of the trade.
4. All baselines shall be horizontal on the sign face. Margins must be maintained as specified in the drawings.
5. Anchoring devices are to be adequate types of non-corrosive materials for securing signs to in-place structures.
6. Samples of all paint specifications are required for submission prior to production of signage.

## INSTALLATION

1. Fabricator to supply General Contractor with mounting/ structural requirements for all exterior signage. All connections from sign to structure to be paid for by Fabricator and designed by a licensed structural engineer.
2. All installations are to be level and plumb or will be deemed unacceptable.
3. Immediately after fabrication, Fabricator shall touch-up paint all field welds, bolted connections and abased areas of shop paint. If marred areas cannot be adequately touched up on site, the sign(s) will be returned to the shop for controlled refinishing.
4. The Fabricator shall provide all engineering required for exterior signage guaranteed for local conditions and codes.

## GENERAL NOTES

1. Fabricator shall show placement of and identify all graphics, including all substrates, layers, and attachment methods, on Fabricator's shop drawings.
2. Graphic methods described herein as "direct inkjet prints" must be printed on machines with UV-curable inks and on both roll and rigid substrates. Use maximum production standards for long-term durability of all prints.
3. All silkscreened graphics described herein shall be treated with a protective coating as required for long-term durability and ease of future maintenance. Fabricator shall show proposed methods of protection in samples provided and implement approved method on site, adjusting for site conditions as required.
4. Graphic outputs should have no seams wherever possible. All seam locations must be approved by the Graphic Designer.

5. All overlaminates used must be UV-protective.
6. Adhesive methods used should add no visible thickness to the finished graphic.

## COLORS

1. The colors specified have been carefully considered for this project. Therefore, no substitutions are acceptable. Colors as represented in this package are not necessarily accurate; it is the fabricator's responsibility to provide samples of all palette colors in all output types (i.e. inkjet, Lambda, etc.) to ensure good matches to the specified Pantone® or paint color.

## TYPOGRAPHY

1. The fonts specified have been carefully considered for this project. Therefore, no substitutions for similar fonts are acceptable.
2. Please note that the fonts used in design documents are the property of Foresight Creations and are for reference only. The fabricator must acquire the licenses for any fonts they do not already have for work on this project. Information pertaining to the source of the fonts can be provided upon request.
3. Fabricator shall compare digital files to approved hard copy proofs for identical fonts, spacing, and other typographic settings.
4. All dimensional and vinyl letters shall be installed with the exact leading, letterspacing, and kerning shown in the hard copy proofs.
5. Typesetting shall meet high professional standards with all adjustments and refinements needed including: optically kerning heads and correcting for bad kerning pairs, adjusting wordspacing in large font size settings, correct usage and spacing of em-dashes, en-dashes, hyphens, quotation marks, ellipses, punctuation marks, appropriate ligatures and special characters. Rags shall be adjusted as needed to create a pleasing shape, and widows and rivers avoided. Optically align display text as needed.

## GRAPHIC APPLICATION

1. The fabricator shall furnish all typography and necessary artwork for reproduction. The fabricator shall also submit proofs of actual copy layouts to the designer for approval prior to fabrication.
2. Images noted and quantified in the Message Schedule shall be provided by the Designer for inclusion into final layouts.

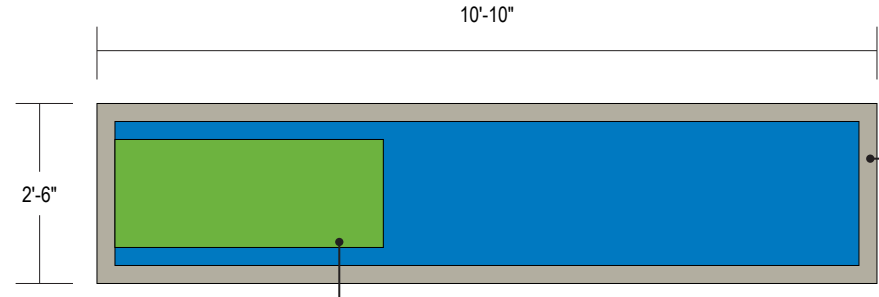
## MEASUREMENTS

1. Final dimensions of panel to be determined by, and coordinated with, final fabricator shop drawings, all relevant sub-contractor drawings, and field-verified measurements prior to final output.

## SUBMITTALS

1. For all submittals, Joanne Nghiem will have 10 business days for review on first submittals and 5 business days for review on re-submissions.
2. Product Data: Submit for information. Furnish within seven (7) days of request, manufacturer's literature describing the general properties of each product to be used in the Work.
3. Shop Drawings:
  - a. Provided by Fabricator, signed and stamped by licensed Structural Engineer, to be submitted for review and approval by Joanne Nghiem.
  - b. Submit elevations, details of fabrication and erection, including all materials, shapes, dimensions, finishes, wind load calculations, anchorage, and method of connections. Show proper letter spacing and dimensions of letter heights.

4. Color and Material Samples: Triplicate (3) sets of 6" x 6" of all materials, color, and finish as specified are required prior to production of final signage.
5. Scaled Layouts: Fabricator to provide full-size or scaled layouts of each sign. Typography must be represented in exact typeface and letter spacing specified and/or shown in Drawings.
6. Provide one (1) mock-up of each sign type noted, delivered to designer for review. Joanne Nghiem will retain one (1) set of mock-ups for quality control. Utilize the same materials and installation methods in the mock-up(s) as intended for the final Work.
  - a. TBD
7. Maintenance Data and Materials:
  - a. Maintenance and Operating Manuals: Submit two (2) copies to General Contractor for Owner's documentation. Furnish complete manuals describing the materials, devices and procedures to be followed in operating, cleaning and maintaining the Work. Include manufacturers' brochures and parts lists describing the actual materials used in the Work, including metal alloys, finishes, electrical components and other major components. Assemble manuals for component parts into single binders identified for each system.
  - b. Instruction: Prior to acceptance, establish with the Owner an instruction and training program for Owner's personnel. Notify the Owner in writing at least seven (7) days prior to commencement of the program providing an outline of topics indexed to the Maintenance and Operating Manual. Provide a trained instructor. Provide one (1) 4-hour period of training scheduled during the normal 8-hour working day. Instruction and training shall include, but are not limited to, procedures to be followed in the normal day-to-day maintenance and operation of the Work.
  - c. Maintenance Materials: Deliver to the Owner reasonable materials for the routine maintenance of the Work including but not limited to finish paints for touch up, extra vinyl messages.



**4 TOP VIEW**  
3/8" = 1'-0"

**Concrete Base**  
Base to be 3" proud on all sides of sign cabinet.

**Gate Box**  
Fabricated 1/8" thick painted aluminum box w/ 1/4" thick flat-cut acrylic letters; mounted to Aluminum Cabinet with internal mechanical fasteners.

Color: PT-2 Text: PT-4



**1 PRIMARY MONUMENT - FRONT ELEVATION**  
3/8" = 1'-0"

**Aluminum Cabinet**  
Fabricated aluminum cabinet w/ flat-cut acrylic letters over tapered box construction with welded tube interior frame structure; anchored to below grade concrete footing. Paint to have satin uv clear-coat protectant.

Cabinet Color: PT-1, PT-2

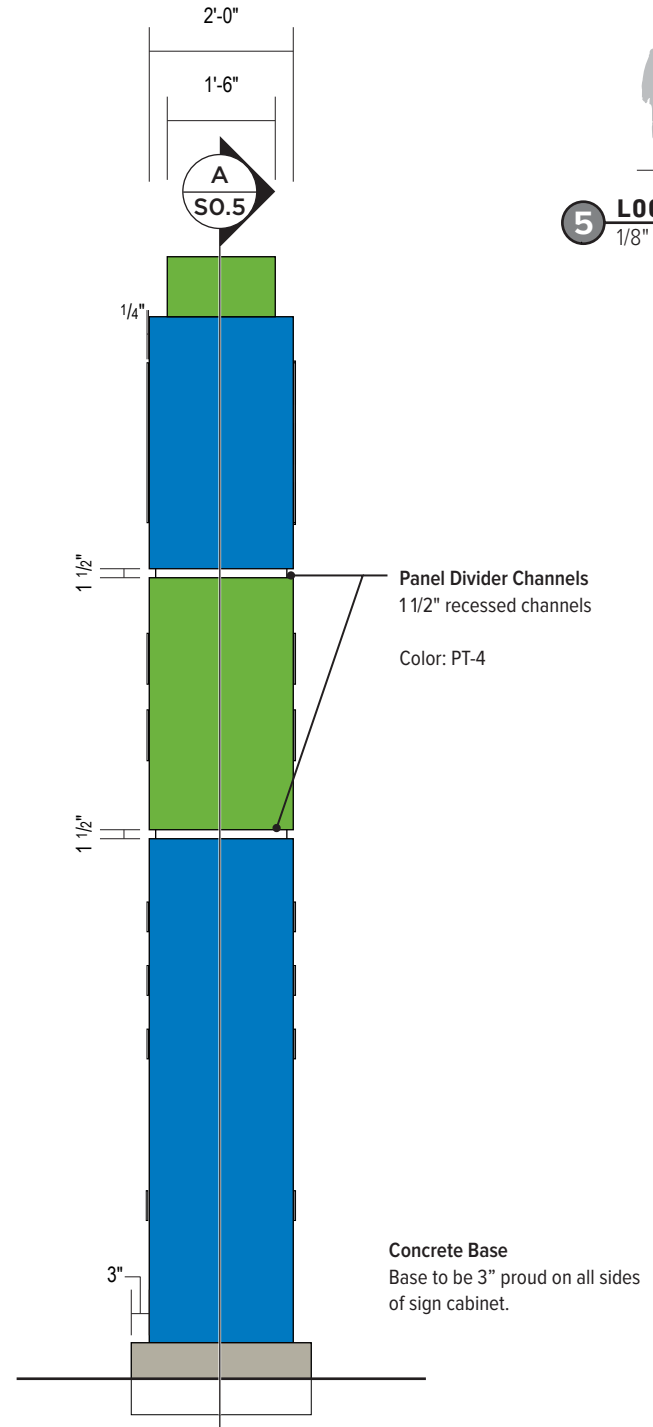
**Dimensional Logo**  
1/4" thick acrylic logo, painted on all sides with exterior grade direct to substrate printed graphic. Applied to surface of Aluminum Cabinet with VHB sheeting.

Panel Color: PT-4 Graphic Colors: PT-1, PT-2

**Dimensional Graphics**  
1/4" thick acrylic letters and graphics, painted on all sides and applied to surface of Aluminum Cabinet with VHB sheeting cut to match acrylic.

Color: PT-4

**Concrete Base**  
Poured in place reinforced concrete Footing and foundation with natural Color mowstrip 6" above grade.



**2 SIDE VIEW**  
3/8" = 1'-0"

**Panel Divider Channels**  
1 1/2" recessed channels  
Color: PT-4

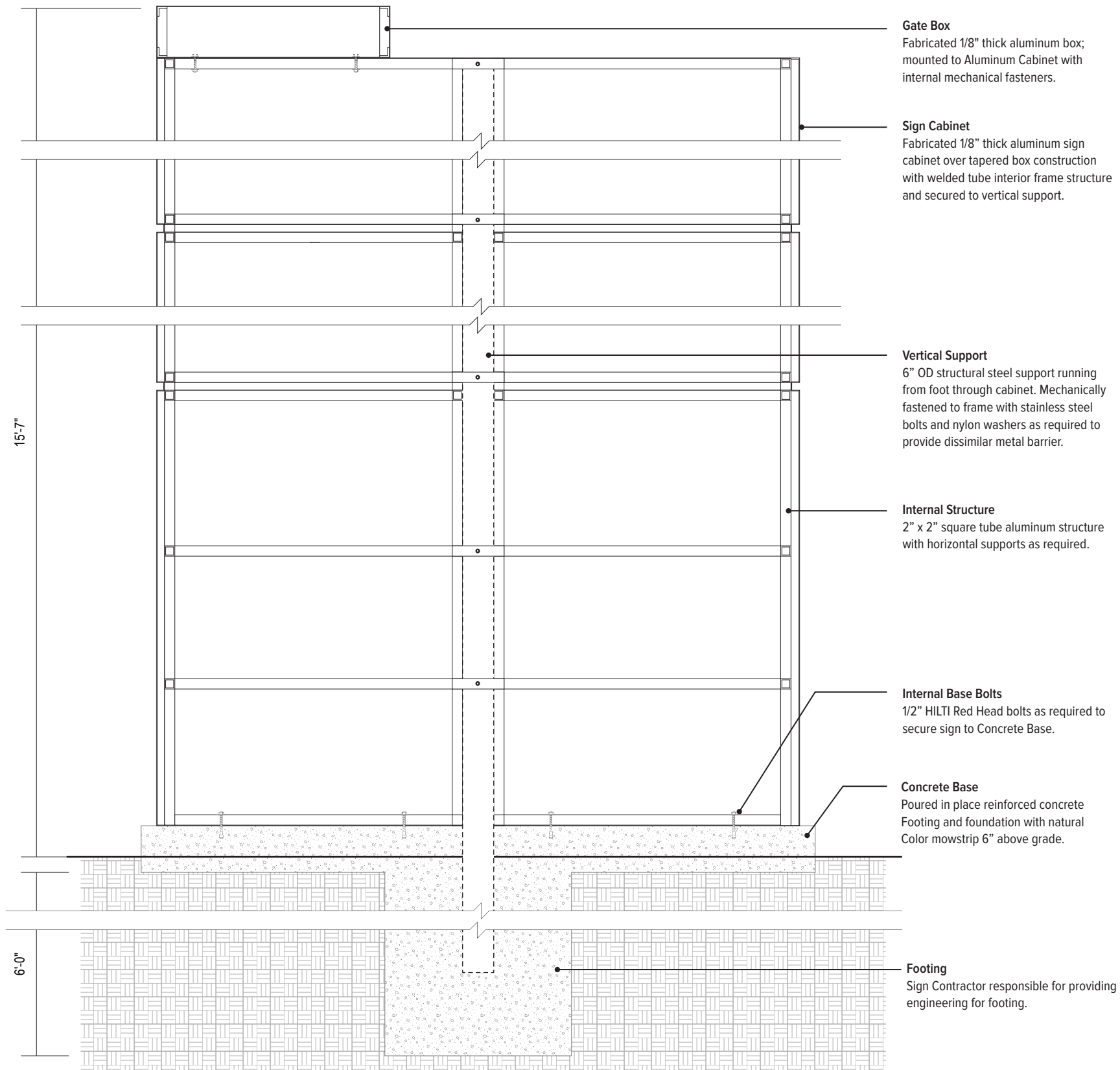
**Concrete Base**  
Base to be 3" proud on all sides of sign cabinet.



**5 LOCATION ELEVATION**  
1/8" = 1'-0"



**3 PRIMARY MONUMENT - BACK ELEVATION**  
1/4" = 1'-0"



**Gate Box**  
Fabricated 1/8" thick aluminum box; mounted to Aluminum Cabinet with internal mechanical fasteners.

**Sign Cabinet**  
Fabricated 1/8" thick aluminum sign cabinet over tapered box construction with welded tube interior frame structure and secured to vertical support.

**Vertical Support**  
6" OD structural steel support running from foot through cabinet. Mechanically fastened to frame with stainless steel bolts and nylon washers as required to provide dissimilar metal barrier.

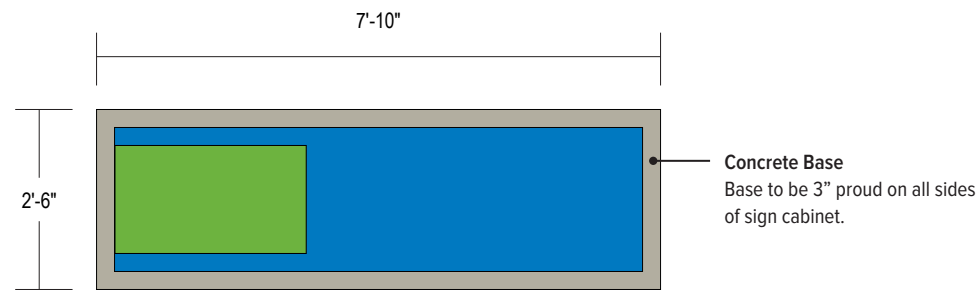
**Internal Structure**  
2" x 2" square tube aluminum structure with horizontal supports as required.

**Internal Base Bolts**  
1/2" HILTI Red Head bolts as required to secure sign to Concrete Base.

**Concrete Base**  
Poured in place reinforced concrete Footing and foundation with natural Color mowstrip 6" above grade.

**Footing**  
Sign Contractor responsible for providing engineering for footing.

**A SECTION DETAIL**  
1/2" = 1'-0"

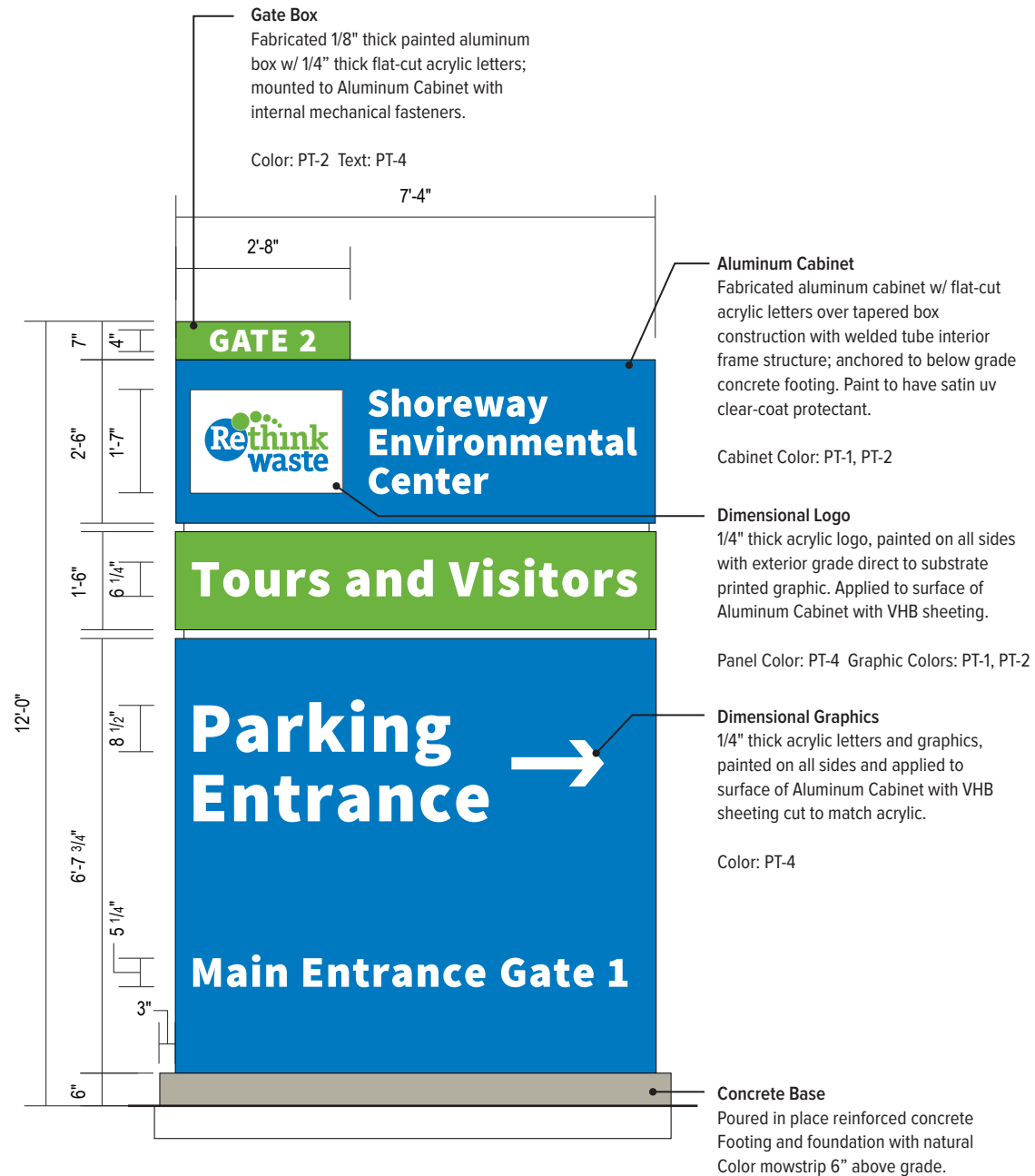


**4 TOP VIEW**  
3/8" = 1'-0"

**Concrete Base**  
Base to be 3" proud on all sides of sign cabinet.



**5 LOCATION ELEVATION**  
1/8" = 1'-0"



**1 SECONDARY MONUMENT - FRONT ELEVATION**  
3/8" = 1'-0"

**Gate Box**  
Fabricated 1/8" thick painted aluminum box w/ 1/4" thick flat-cut acrylic letters; mounted to Aluminum Cabinet with internal mechanical fasteners.

Color: PT-2 Text: PT-4

**Aluminum Cabinet**  
Fabricated aluminum cabinet w/ flat-cut acrylic letters over tapered box construction with welded tube interior frame structure; anchored to below grade concrete footing. Paint to have satin uv clear-coat protectant.

Cabinet Color: PT-1, PT-2

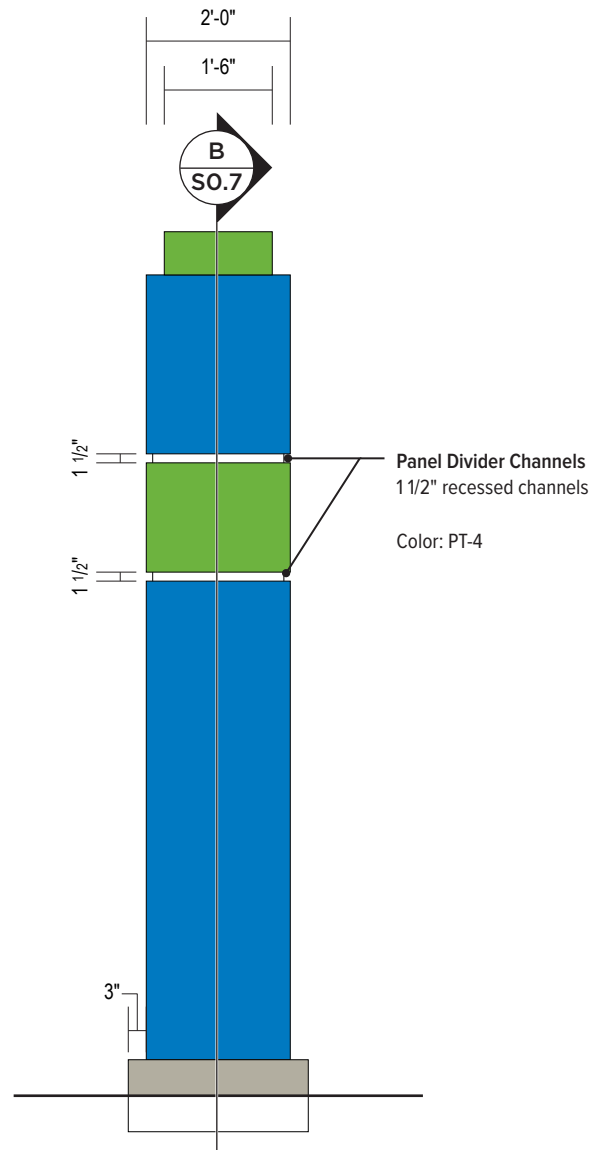
**Dimensional Logo**  
1/4" thick acrylic logo, painted on all sides with exterior grade direct to substrate printed graphic. Applied to surface of Aluminum Cabinet with VHB sheeting.

Panel Color: PT-4 Graphic Colors: PT-1, PT-2

**Dimensional Graphics**  
1/4" thick acrylic letters and graphics, painted on all sides and applied to surface of Aluminum Cabinet with VHB sheeting cut to match acrylic.

Color: PT-4

**Concrete Base**  
Poured in place reinforced concrete Footing and foundation with natural Color mowstrip 6" above grade.

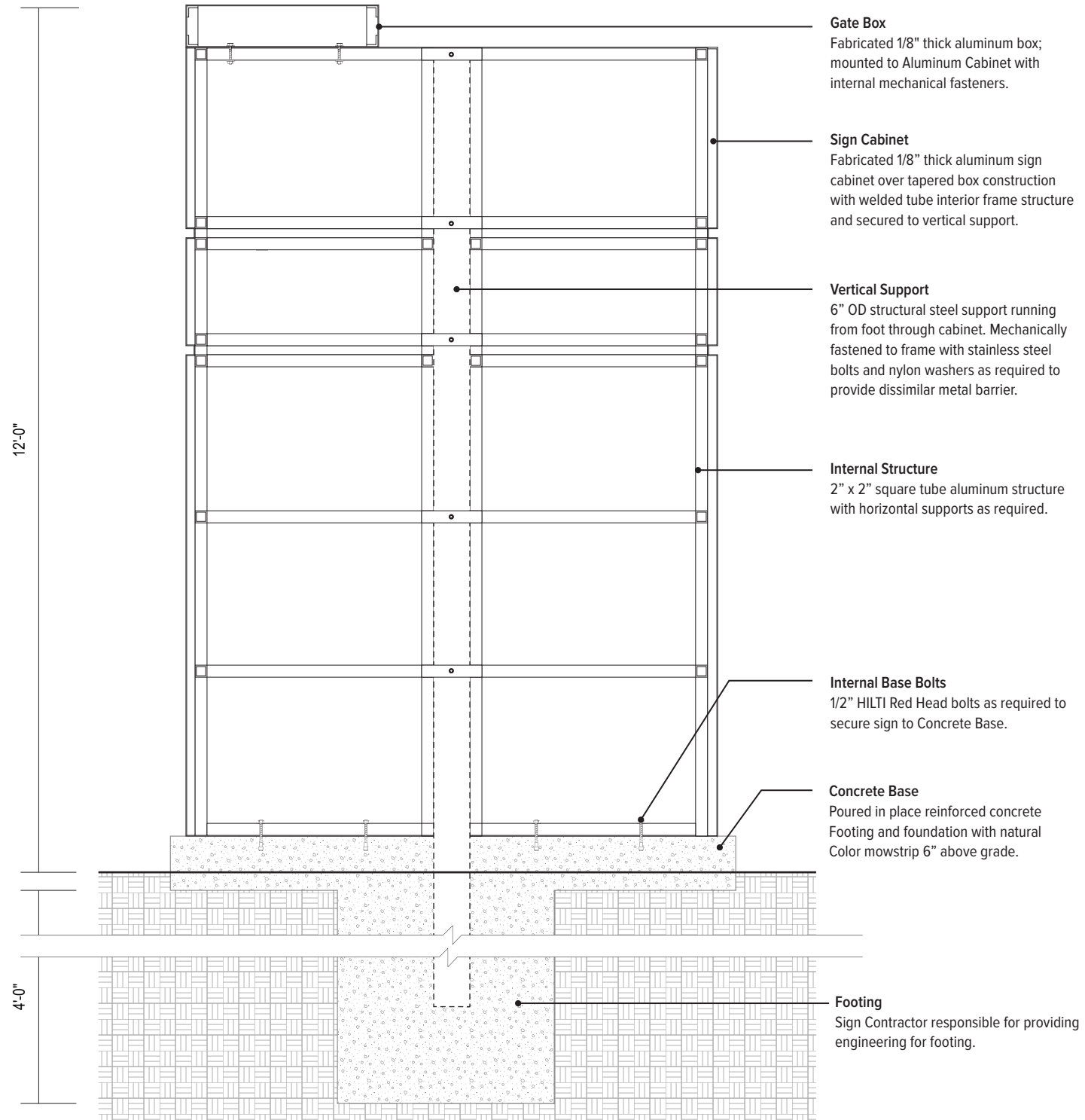


**2 SIDE VIEW**  
3/8" = 1'-0"

**Panel Divider Channels**  
1 1/2" recessed channels  
Color: PT-4



**3 SECONDARY MONUMENT - BACK ELEVATION**  
1/4" = 1'-0"



**B SECTION DETAIL**  
1/2" = 1'-0"

## 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 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. Builder’s Risk Insurance including, without limitation, coverage against loss or damage to the Work by fire, lightning, wind, hail, aircraft, riot, vehicle damage, explosion, smoke, falling objects, vandalism, malicious mischief, collapse, and other such hazards as are normally covered by such coverage. Such insurance shall be in amount equal to the replacement cost (without deduction for depreciation and subject to stipulated value in lieu of average clause) of all construction constituting any part of the Work, excluding the cost of excavations, of grading and filling of the land, and except that such insurance may be subject to deductible clauses not to exceed **[\$10,000]** for any one loss. Such insurance will not cover loss or damage to Contractor’s equipment, scaffolding or other materials not to be consumed in the construction of the Work. The insurer shall waive all rights of subrogation against Owner.
5. Professional Liability Insurance with limits not less than **[\$1,000,000]** per claim and aggregate.
6. 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.
7. In addition to any provisions required in clauses 1-6 above, insurance policies in Appendix C shall contain an endorsement containing the following terms (excluding Workers Compensation insurance with respect to paragraph 6.01 below):
  - 7.01 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.
  - 7.02 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.
  - 7.03 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.
  - 7.04 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.

8. 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 7.03 above.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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 SHOREWAY ENVIORMENTAL CENTER MONUMENT SIGNAGE PROJECT located at 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:

Demolition of two (2) existing monument signs, plus concrete base. Existing sign (1) is approximately 10' – 4" wide and 8' – 0" tall. Existing sign (2) is approximately 7' – 4" wide and 8' – 0" tall. Existing signs have a concrete base of approximately 8" – 12" tall. Fabrication and construction of two (2) new monument signs, plus concrete base and footing. New sign (1) is approximately 10' – 4" wide and 15' – 0" tall. New sign (2) is approximately 7' – 4" wide and 11' – 6" tall. Concrete base and footing engineering to be provided in the 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 SHOREWAY ENVIORMENTAL CENTER MONUMENT SIGNAGE PROJECT located at 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:

Demolition of two (2) existing monument signs, plus concrete base. Existing sign (1) is approximately 10' – 4" wide and 8' – 0" tall. Existing sign (2) is approximately 7' – 4" wide and 8' – 0" tall. Existing signs have a concrete base of approximately 8" – 12" tall. Fabrication and construction of two (2) new monument signs, plus concrete base and footing. New sign (1) is approximately 10' – 4" wide and 15' – 0" tall. New sign (2) is approximately 7' – 4" wide and 11' – 6" tall. Concrete base and footing engineering to be provided in the 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  
SHOREWAY ENVIORMENTAL CENTER MONUMENT SIGNAGE PROJECT  
AT 333 Shoreway Road, San Carlos, CA 94070]**

AGREEMENT NO: **2026-06**

You are notified that the Contract Time under the above Agreement will commence to run on \_\_\_\_\_ [202\_\_]. 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 \_\_\_\_\_, [202\_\_] and \_\_\_\_\_, [202\_\_], respectively.

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

1. Submit certified Safety Program and related information
2. Submit copies of applicable permits
3. [Other]

**OWNER: SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**END OF DOCUMENT**