

RESOLUTION NO. 20-3

RESOLUTION OF THE LOS ALTOS HILLS COUNTY FIRE DISTRICT AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE LOS ALTOS HILLS COUNTY FIRE DISTRICT AND DACO CONSTRUCTION FOR REPAIR AND REPLACEMENT OF DAMAGED FIRE HYDRANTS.

WHEREAS, on various dates in December 2019 and January 2020, vehicles caused damage to fire hydrants owned by the Los Altos County Hills Fire District (“District”); and

WHEREAS, District is pursuing claims against the person(s) who caused damage to the fire hydrants and hopes to recover the District’s costs related to repairing the fire hydrants; and

WHEREAS, DACO Construction (“DACO”) prepared estimates for repair of each of the hydrants; and

WHEREAS, District employees reviewed DACO’s estimates and find them to be reasonable for the scope of work included with each estimate; and

WHEREAS, District and DACO now desire to enter into an agreement for DACO to repair the three hydrants as more particularly described in the estimates included in the Agreement between the Los Altos Hills County Fire District and DACO Construction for Repair of Damaged Fire Hydrants (“Agreement”) attached hereto as Exhibit 1 for an amount not to exceed Thirty Thousand Dollars (\$30,000); and

WHEREAS, Fire District Board has reviewed and considered and wishes to enter into the Agreement.

NOW, THEREFORE, the District Board does **RESOLVE** as follows:

1. Public interest and convenience require the District to enter into the Agreement attached hereto as Exhibit 1.
2. The District hereby authorizes execution of the Agreement.

PASSED AND ADOPTED this 21st day of January 2020.

By: _____
Mark Warren, Board President

ATTEST:

District Clerk



**AGREEMENT BETWEEN THE LOS ALTOS HILLS COUNTY FIRE DISTRICT
AND DACO CONSTRUCTION FOR REPAIR AND REPLACEMENT OF
DAMAGED FIRE HYDRANTS**

This Agreement (“Agreement”) is made effective as of the 21st day of January 2020 (“Effective Date”), by and between the Los Altos Hills County Fire District, (“District”) and DACO Construction, a California Corporation (“Contractor”) (collectively, “Parties”).

RECITAS

A. The District desires to retain Contractor as an independent contractor to provide services to the District, as described in more detail in **Exhibit A**. Contractor will work with the District to repair and/or replace Three (3) fire hydrants located within the District as described in the Fire Hydrant Repair Estimates (“Repair Estimates”) attached as **Exhibit A**.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the Parties of the promises, covenants and conditions contained herein, the Parties hereby agree as follows:

1. SCOPE AND LEVEL OF SERVICES. The nature, scope and level of the specific services to be performed by Contractor are as set forth in detail in the Repair Estimates attached as **Exhibit A** (“Services”).
2. STANDARD OF PERFORMANCE. As a material inducement to the District to enter into this Agreement, Contractor hereby represents and warrants that it has the qualifications and experience necessary to undertake the Services to be provided pursuant to this Agreement. Contractor agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of Contractor's profession and in a manner reasonably satisfactory to the District. Contractor hereby covenants that it shall follow professional standards in performing all Services required hereunder and will perform the services to a standard of reasonable professional care. If Contractor requests, and District approves, in writing, use of any subcontractors, Contractor shall be solely responsible for ensuring that the subcontractors meet the work standards and insurance requirements required of Contractor under this Agreement

3. TERM. This Agreement shall terminate on June 30, 2020, or after all Services as set forth in Exhibit A required hereunder have been satisfactorily completed by Contractor, whichever occurs first, or unless earlier terminated pursuant to Section 15, below.
4. COMPLIANCE WITH LAW. All Services rendered hereunder by Contractor shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the District, and any federal, state or local governmental agency having jurisdiction in effect at the time the service is rendered. Such compliance with the law shall include, but not be limited to, compliance with any and all applicable prevailing wage regulations and Department of Industrial Relations concerning registration.
 - 4.1 The Contractor shall comply with California Labor Code Sections 1770 to 1780, inclusive, when applicable. When applicable, and in accordance with said Section 1775, the Contractor shall forfeit as a penalty to an amount determined by the Labor Commissioner, not to exceed Fifty Dollars (\$50) for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the Agreement by it or by any subcontractor under it in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
 - 4.2 Pursuant to the provisions of Section 1773 of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing rates are on file at the District and are available to any interested party on request. Such wage rates must be prominently posted at the project site.
 - 4.3 The District will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in this Agreement. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its bid, and will not under any circumstances be considered as the basis of a claim against the District on the Agreement.
 - 4.4 The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions, when applicable.
 - 4.5 The Contractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman,

- apprentice, worker, or other employee employed or subcontractor hired by it in connection with the Services performed under this Agreement.
- 4.6 The payroll records shall be certified and shall be provided to the District as they become available, when required by law. Contractor is obligated to submit all certified payroll records directly to the Department of Industrial Relations (DIR) in electronic format, when required by law.
- 4.7 A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- 4.8 Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, any penalties shall be withheld from progress payments then due.
- 4.9 The penalties specified in subdivision (h) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Contractor.
- 4.10 The Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
- 4.11 The Contractor represents and warrants that the proper Prevailing Wage Rates and Classifications and the wages it shall pay are the Prevailing Wage Rates of Laborer and Related Classification determination NC-23-102-1-2019-2 and Prevailing Wage Rates of Operating Engineer (Heavy and Highway Work) determination NC-23-63-1-2019-1.
5. COMPENSATION. The Services performed by Contractor pursuant to this Agreement shall be compensated as set forth below:
- 5.1 Payment Schedule. District shall compensate Contractor based on the estimates set forth in Exhibit A, but in no event shall the total compensation paid to Contractor for Services performed under this Agreement exceed Thirty Thousand Dollars (\$30,000). Contractor shall be compensated for Services actually performed in compliance with this Agreement. Payment shall not be made until Contractor submits an invoice identifying the specific work performed ("Invoice").
- 5.2 Payment. For all Services performed by Contractor under this Agreement, payment shall be made by District in accordance with Santa Clara County Payroll Department schedule upon submittal by District of invoice for Services. Contractor shall submit Invoices for Services to the District's General Manager on the 15th day of each month.
- 5.3 Records of Expenses. Contractor shall keep accurate records of work performed and expenses incurred. These records shall be made available to District upon request. Contractor shall keep all such records for at least Four (4) years after the date Services are performed. Contractor understands that the Public Records Act may apply to documents created under this Agreement. This section shall survive Termination of this Agreement.
- 5.4 Invoices. All Invoices shall be sent directly to the following address:
Los Altos Hills County Fire District

Attn: General Manager
P.O. Box 1766
Los Altos, CA 94023

6. REPRESENTATIVE. Jared Ajlouny is hereby designated as the representative of Contractor authorized to act on its behalf with respect to the Services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of Jared Ajlouny were a substantial inducement for District to enter into this Agreement. Therefore, Jared Ajlouny shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. The representative may not be changed by Contractor without the express written approval of the District.
7. INDEPENDENT CONTRACTOR. Contractor is, and shall at all times remain as to the District, a wholly independent contractor and not an agent or employee of District. Contractor shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Contractor receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the Parties is that Contractor shall not be eligible for benefits and shall receive no compensation from the District except as expressly set forth in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the District or otherwise act on behalf of the District as an agent. Neither the District, nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall at no time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the District. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold the District harmless from any and all taxes, assessments, penalties, and interest asserted against the District by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the worker's compensation law regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold the District harmless from any failure of Contractor to comply with applicable worker's compensation laws.
8. CONFIDENTIALITY. Contractor, in the course of its duties, may have access to financial, accounting, statistical and personal data of private individuals and employees of the District. Contractor covenants that all data, documents, discussion, or other information developed and received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by the District. The District shall grant such authorization if disclosure is required by law. Upon request, all District data shall be returned to the District upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.
9. OWNERSHIP OF MATERIAL. All reports, documents, or other materials developed, discovered or received shall be and remain the property of the District without restriction or limitation on their use. Contractor shall provide the District with

the originals (or copies if no originals exist) of these items upon demand or upon termination of this Agreement.

10. CONFLICT OF INTEREST. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Contractor agrees not to accept any employment or representation during the term of this Agreement which is or may make Contractor "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which Contractor has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Contractor from accepting other engagements with the District.

11. ASSIGNABILITY; SUBCONTRACTING. The Parties agree that the expertise and experience of Contractor are material considerations for this Agreement. Contractor shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Contractor's obligations hereunder, without the prior written consent of the District, and any attempt by Contractor to do so shall be void and of no effect and a breach of this Agreement.

12. INDEMNIFICATION.
 - 12.1 To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by District), indemnify and hold District, the District Board of Commissioners, members of the District Board of Commissioners, its employees, representatives, agents and volunteers harmless from any and all suits, damages, costs, fees, claims, demands, causes of action, liabilities, losses expenses, damage or injury of any kind, in law or equity, to property or persons, including wrongful death and financial losses (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor or Contractor's officers, assistants, subcontractors, employees or agents in connection with the performance of Contractor's Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.
 - 12.2 Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, (Design Professionals) the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor.
 - 12.3 With regard to Contractor's professional services, Contractor agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of Contractor's profession, including without limitation adherence to

all applicable safety standards. To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by District), indemnify and hold District, the District Board of Commissioners, members of the District Board of Commissioners, its employees, representatives, agents and volunteers harmless from any and all indemnify, defend (with independent counsel approved by the District) and hold harmless the District, and its elective or appointive boards, officers, and employees from and against all liabilities, including without limitation all Claims that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of Contractor or Contractor's officers, assistants, subcontractors, employees or agents in connection with the performance of Contractor's Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. The acceptance of said services and duties by District shall not operate as a waiver of such right of indemnification.

- 12.4 The District does not and shall not waive any rights that it may possess against Contractor because of the acceptance by the District or the deposit with the District of any insurance policy or certificate required pursuant to this Agreement. These hold harmless and indemnification provisions shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 12.5 Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, the District Board of Commissioners, members of the District Board of Commissioners, its employees, or authorized volunteers.
- 12.6 Contractor's obligations set forth in Paragraphs 12.1-12.5 shall survive termination of the Agreement.

13. INSURANCE REQUIREMENTS. Contractor shall procure, maintain and provide appropriate types and amounts of insurance for the Services performed under this Agreement, as required by District's Insurance Requirement, as set forth in **Exhibit B** (Insurance Requirements), against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, contractors or subcontractors. Contractor shall name the District as an additional indemnified party and an additional Insured. Contractor shall provide the District with documentation evidencing the above. This paragraph shall survive termination of the Agreement.

14. SUSPENSION. The District may, in writing, order Contractor to suspend all or any part of Contractor's Services under this Agreement for the convenience of the District, or for work stoppages beyond the control of the District or the Contractor. Subject to the provisions of this Agreement relating to termination, a suspension of work does not void this Agreement. In the event that work is suspended for a period exceeding one hundred twenty (120) days, the schedule and cost for completion of the work will be adjusted by mutual consent of the parties.

15. TERMINATION.

15.1 This Agreement may be terminated by either the District or Contractor following seven (7) days written notice of intention to terminate. In the event the Agreement is terminated, Contractor shall be paid for any services properly performed and authorized to the last working day the Agreement is in effect and Contractor shall not be entitled to any other compensation. Contractor shall substantiate the final cost of services by an itemized, written statement submitted to the District. The District's right of termination shall be in addition to all other remedies available under law to the District.

15.2 In the event of termination, Contractor shall deliver to the District copies of all reports, documents, and other work prepared by Contractor under this Agreement, if any. If Contractor's written work is stored electronically, Contractor shall, in addition to providing a written copy of the information shall provide the District with the electronic files. District shall not pay Contractor for services performed by Contractor through the last working day the Agreement is in effect unless and until Contractor has delivered the above described items to the District.

16. NOTICES. Any notices, bills, invoices, reports or other communications required or permitted to be given under this Agreement shall be given in writing by personal delivery, by facsimile transmission with verification of receipt or by U.S. mail, postage prepaid, and return receipt requested, addressed to the respective parties as follows:

To District:

President
Los Altos Hills County Fire District
P.O. Box 1766
Los Altos, CA 94023-1766

To Contractor:

Jared Ajlouny, President
DACO Construction
117 Bernal Road, Suite 70-317
San Jose, CA 95119

Notice shall be deemed communicated on the earlier of actual receipt or forty-eight (48) hours after deposit in the U.S. mail, the date of delivery shown on deliverer's receipt, or by acknowledgment of facsimile transmission.

17. CONTRACTOR'S BOOKS AND RECORDS. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, supplies, materials, or equipment provided to District for a minimum period of Four (4) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Contractor understands that the Public Records Act may apply to documents created under this Agreement and Contractor covenants and agrees to assist District in responding to Public Record Act Requests at no additional

cost to District. Contractor agrees that the Contractor's covenants under this Section shall survive the termination of this Agreement.

18. PUBLICATION. Except as necessary for the performance of Services, no copies, sketches or graphs of materials, including graphic artwork, which are prepared pursuant to this Agreement shall be released by Contractor to any other person or agency without prior written approval of District. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by District, unless otherwise provided by written agreement between the Parties.
19. CALIFORNIA LAW. This Agreement shall be construed in accordance with the laws of the State of California.
20. COOPERATION. In the event any claim or action is brought against the District related to Contractor's Services performed under this Agreement, Contractor shall render any reasonable assistance and cooperation which District might require, at no cost to the District. This Section shall survive termination of the Agreement.
21. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES. Waiver by either party of any breach or violation of any one or more terms or conditions of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Acceptance by the District of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement. In no event shall the District's making of any payment to Contractor constitute or be construed as a waiver by the District of any breach of this Agreement, or any default which may then exist on the part of Contractor, and the making of any such payment by the District shall in no way impair or prejudice any right or remedy available to the District with regard to such breach or default.
22. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition. Contractor will take affirmative action to ensure that employees are treated without regard to race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition.
23. VENUE. In the event that any party to this Agreement commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the venue for any litigation shall be Santa Clara County.
24. EXHIBITS. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement.

25. SUCCESSORS. This Agreement is binding on successors, legal representatives, and assigns and shall not be assigned by Contractor without the prior written consent of the District.
26. RIGHT TO USE OTHER CONTRACTORS. District reserves the right to use other Contractors in connection with the Services performed under this Agreement.
27. PRIOR AGREEMENTS AND AMENDMENTS; ENTIRE AGREEMENT. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between the District and Contractor. This Agreement supersedes all prior oral and written negotiations, representations or agreements. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement. Any amendment relating to compensation for Contractor shall be for only a not-to-exceed sum.
28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. This Agreement may be executed by way of facsimile or electronic signature.
29. SEVERABILITY. If any part of this Agreement or any amendment or modification of this Agreement is found to be legally void or unenforceable by a court of law, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the District and Contractor have executed this Agreement effective as of the date written above.

DISTRICT:

DACO Construction, a California Corporation:

By:

/S/

Mark Warren, District President

Jared Ajlouny, President
473384132

EIN:

ATTEST:

District Secretary

Exhibit A

Estimate



Fire Hydrant Repair

Horseshoe Ln
Los Altos Hills, CA

From

DACO Construction
General Engineering Contractor
117 Bernal Rd, ste 70-317
San Jose, CA, 95119
Office Phone : 408-606-3464
CSLB License #: 1004787
DIR Registration #: 1000034175

Estimate No.

19-515

Date

Dec 16 2019

Estimate Valid Till

Mar 15 2020

To

Los Altos Hills Fire District

Description	Quantity	Rate	Amount
Install new check valve, hydrant and 12" spool onto existing Bury.	1	13785.00	USD 13785.00
Assumes that the Bury of the hydrant is OK and does not need to be dug up or replaced.			
	Sub Total		13,785.00
	Total		USD 13,785.00

Estimate Note

-----DACO Currently has many bids out in the market with possible awards. Scheduling of work will be done on a first come, first served basis after contract is issued-----

Compensation. Client shall pay as set forth above. Price is subject to change, with customer's approval.

Invoicing & Payment. Invoice will be issued to Client upon completion of the Work. Client shall pay invoice within 30 days of Client's receipt of the invoice. Client shall also pay a late charge of 1-1/2% per month on all balances unpaid 30 days after the invoice date.

Exclusions Unless stated above this bid excludes any plans, permits, fees, de-watering (including any additional work associated with ground water), Locating utilities other than 811, special inspection costs, unforeseen circumstances, grinding of asphalt, hard slurry, rock, SWPPP's, surveying and/or staking, irrigation/ landscape repair or hazardous materials.

-Bid assumes that our current insurance policies are sufficient. All multi family residential shall be OCIP, WRAP or CCIP.

-Unless stated bid excludes slurry of roadway. If required, it will be bid at cost + 15%

-If no Soils report or analytics provided, Assumes no shoring needed under 5' depth.

-Bid does not include handling or disposal of ANY hazardous material (Water, soil, etc...).

-Bid excludes soil off- haul unless states otherwise it is to go the facilities of our choosing (Must be clean materials). If Material is not clean it will be disposed of as cost +15%.

-Bid is for one move in unless specified different above.

-Water to be supplied by owner or general. Bid does not include importing water.

-Depth of existing asphalt unknown. Bid is with understanding that parking lots are 4", minor roads(four lanes or less) 6" and major roads (more than four lanes) 12".

Estimate



Fire Hydrant Repair
Zappettini Ct
Los Altos Hills, CA

From

DACO Construction
General Engineering Contractor
117 Bernal Rd, ste 70-317
San Jose, CA, 95119
Office Phone : 408-606-3464
CSLB License #: 1004787
DIR Registration #: 1000034175

Estimate No.

19-526

Date

Jan 02 2020

Estimate Valid Till

Apr 01 2020

To

Los Altos Hills County Fire District
P.O. Box 1766
Los Altos, CA, 94023-1766

Description	Quantity	Rate	Amount
Excavate down to find lateral line. Jackhammer out existing thrust block and remove broken bury. Install new bury and thrust block. Reinstall check valve and hydrant. Pour concrete collar around hydrant.	1	7870.00	USD 7870.00
Sub Total			7,870.00
Total			USD 7,870.00

*Bid assumes the main has 3-4' of cover.
*Bid assumes lateral is not damaged and it is the bury that broke.
*Bid assumes check valve and hydrant will be reused.

Estimate Note

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disposed of as cost +15%.

-Bid is for one move in unless specified different above.

-Water to be supplied by owner or general. Bid does not include importing water.

-Depth of existing asphalt unknown. Bid is with understanding that parking lots are 4", minor roads(four lanes or less) 6" and major roads (more than four lanes) 12".

www.dacoconstructs.com
Jared@dacoconstructs.com
Jeff@dacoconstructs.com

Estimate



Hydrant Repair
Purissima/ Robleda
Los Altos Hills, CA

From

DACO Construction
General Engineering Contractor
117 Bernal Rd, ste 70-317
San Jose, CA, 95119
Office Phone : 408-606-3464
CSLB License #: 1004787
DIR Registration #: 1000034175

Estimate No.

20-004

Date

Jan 06 2020

Estimate Valid Till

Apr 05 2020

To

Los Altos Hills County Fire District
P.O. Box 1766
Los Altos, CA, 94023-1766

Description	Quantity	Rate	Amount
Install new break off and stainless steel rod	1	3100.00	USD 3100.00
Bid assumes that the check valve is in good condition and that the bolts can be replaced without having to remove the concrete per PHWD Specs..			
	Sub Total		3,100.00
	Total		USD 3,100.00

Estimate Note

-----DACO Currently has many bids out in the market with possible awards. Scheduling of work will be done on a first come, first served basis after contract is issued-----

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-Depth of existing asphalt unknown. Bid is with understanding that parking lots are 4", minor roads(four lanes or less) 6" and major roads (more

than four lanes) 12".

www.dacoconstructs.com
Jared@dacoconstructs.com
Jeff@dacoconstructs.com

EXHIBIT B

INSURANCE REQUIREMENTS

CONTRACTOR shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **General Manager, Los Altos Hills County Fire District (DISTRICT), P.O. Box 1766, Los Altos, CA 94023.**

Minimum Scope of Insurance

Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, with limits no less than **\$2,000,000 or \$4,000,000 aggregate per** occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CGL insurance must include coverage for the following:
 - a. Bodily Injury and Property Damage
 - b. Personal Injury/Advertising Injury
 - c. Premises/Operations Liability
 - d. Products/Completed Operations Liability
 - e. Aggregate Limits that Apply per Project
 - f. Explosion, Collapse and Underground (UCX) exclusion deleted
 - g. Contractual Liability with respect to this Agreement
 - h. Broad Form Property Damage
 - i. Independent Contractor Coverage

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation/Employer’s Liability:** CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing work under this Agreement. To the extent CONTRACTOR has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement CONTRACTOR shall maintain insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. **Umbrella or Excess Liability: Umbrella or Excess Insurance.** If umbrella or an excess liability insurance policy is used to satisfy the minimum requirements for CGL or Automobile Liability insurance coverage listed above, the umbrella or excess liability policies shall provide coverage at least as broad as specified for the underlying coverages and covering those insured in the underlying policies. Coverage shall be “pay on behalf,” with defense costs payable in addition to policy limits. CONTRACTOR shall provide a “follow form” endorsement or schedule of underlying coverage satisfactory to DISTRICT indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
5. DISTRICT, its officers, officials, employees, and volunteers are to be covered as additional insureds on the umbrella or excess policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. If CONTRACTOR maintains broader coverage, umbrella or excess coverage and/or higher limits than the minimums shown above, DISTRICT requires and shall be entitled to the broader coverage, umbrella or excess coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and any other coverages shall be available to DISTRICT.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. DISTRICT, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and the Automobile Liability policy, with endorsements under CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage, with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage. For any claims related to this Agreement, the CONTRACTOR’s insurance coverage shall be primary insurance as respects DISTRICT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by DISTRICT, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR’s insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days’ prior written notice (10 days for non-payment) has been given to DISTRICT.

Waiver of Subrogation. CONTRACTOR hereby grants to DISTRICT a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against DISTRICT by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not FIRE DISTRICT has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. DISTRICT may require the CONTRACTOR to provide

proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to DISTRICT.

Claims Made Policies. If any of the required policies provide claims-made coverage:

6. The Retroactive Date must be shown, and must be before the date of the Agreement or the beginning of Services.
7. Insurance must be maintained and evidence of insurance must be provided ***for at least three (3) years after completion of the Services.***
8. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of ***three (3)*** years after completion of Services.

Verification of Coverage. CONTRACTOR shall furnish DISTRICT with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances. DISTRICT reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.