

8. Award of a Construction Agreement for the Fire Station Bay Door Project

Recommendation:

That the Honorable City Council award a construction agreement to Precision Garage Doors & Gates in the amount of \$184,342 for the Fire Station Bay Door Project.



Item Number: 8

City Council / Board of Directors

Written Communications

Meeting of: September 17, 2024

Submitted By:

Robert Clemmer, Fire Chief

Subject:

Award of a Construction Agreement for the Fire Station Bay Door Project

Recommendation:

That the Honorable City Council award a construction agreement to Precision Garage Doors & Gates in the amount of \$184,342 for the Fire Station Bay Door Project.

Fiscal Impact:

The recommended action will result in a fiscal impact of \$184,342. This project was included in the Fiscal Year 2024-2025 budget and no additional appropriations are required. The project will be funded from the following accounts:

Account	Account No.	Amount
BAY DOOR 311 & 313	1002010-55060-96088	\$159,623
FIRE/EMG SVC-BLDG MAINT	1002010-52410	\$24,719
		Total: \$184,342

Strategic Plan Goal:

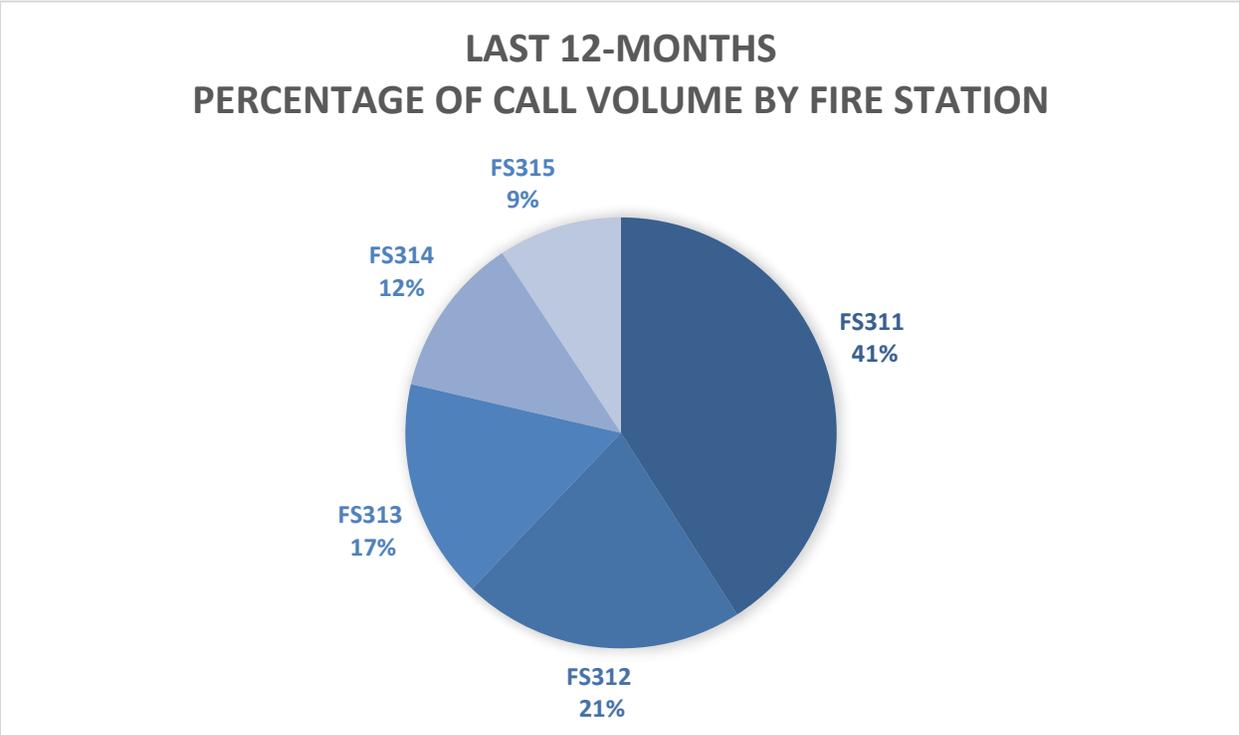
This item aligns with Goal E – Create a healthy and livable community by maintaining the City’s assets through investment in infrastructure and innovations.

Background:

Due to the number of calls the Fire Department receives, the fire station bay doors are heavily used. As a result of their use and age, the bay doors at stations 311, 312, and 313 have had numerous maintenance and malfunction issues over the last two years. The bay doors need to function properly to prevent our engines’ response times from being delayed. In total, 11 bay doors need replacing, which will reduce future maintenance and malfunction issues. The location and quantity of the doors are listed below:

Station:	Location:	Bay Doors to be Replaced:
311	16200 Desert Knoll Drive	6
312	15182 El Evado Road	1
313	13086 Amethyst Road	4

Fire Stations 311, 312, and 313 are the City’s busiest stations and respond to a higher percentage of overall calls due to the fleet they house at their locations. The following percentages reflect the call volume per station within the last 12 months (July 2023 to June 2024).



Discussion:

The Fire Department is seeking approval, in collaboration with the Community Services Department, to award a construction agreement to Precision Garage Doors & Gates in the amount of \$184,342 to replace 11 bay doors at Fire Stations 311, 312, and 313. To comply with the bidding process per Victorville Municipal Code Section 2.28.100, the project was advertised on June 26, 2024, in the Daily Press and closed on July 15, 2024, at 2:30pm. A mandatory job walk was held on July 2, 2024, in which eight companies attended. Five bids were received from those who attended the job walk:

Contractor	Bid Amount
Precision Garage Doors & Gates	\$184,342
National Garage Door	\$205,465
A Door Company	\$229,000
Inland Overhead Door Company	\$324,000
McKendry Door Sales Inc.	\$469,500

Staff from the Fire Department and Community Services Department has reviewed the proposals and recommend proceeding with awarding the contract to the lowest bidder, Precision Garage Doors & Gates. If the contract is awarded, we anticipate the new bay doors to be installed within a two-month period. The bay doors at Fire Stations 311 and 313 will be installed in the color red to achieve a more traditional firehouse look, and the bay door at Fire Station 312 will match the color of the existing bay doors.

Staff remains available to answer any questions the Council may have.

Attachments: A. Construction Agreement
 B. Fire Station Pictures

Attachment A
Construction
Agreement

**CONSTRUCTION AGREEMENT
BY AND BETWEEN
THE CITY OF VICTORVILLE
AND
PRECISION GARAGE DOORS & GATES, INC.
FOR
FIRE STATION 311, 312, & 313 BAY DOOR REPLACEMENTS AND
MOTORS, PROJECT JM24-049**

THIS CONSTRUCTION AGREEMENT (the "Agreement") dated this _____ day of _____, 2024, for reference purpose only, is made and entered into by and between the City of Victorville, a municipal corporation located in the County of San Bernardino, State of California, hereinafter referred to as the "City", and **Precision Garage Doors & Gates, Inc.**, a California corporation, hereinafter referred to as the "Contractor". The City and the Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, the City requires **Fire Station 311, 312 & 313 Bay Door Replacements and Motors, Project JM24-049** (the Project); and

WHEREAS, in light of the facts set forth above, the City desires to retain Contractor in connection with **Fire Station 311, 312 & 313 Bay Door Replacements and Motors**; and

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth herein.

Section 2. TERM OF AGREEMENT

This Agreement shall commence within **Fifteen (15) Calendar Days** after issuance of Notice to Proceed (the "Commencement Date") and shall terminate upon completion of the Project **Sixty (60) Calendar Days** after Commencement Date (the "Termination Date"), unless sooner terminated in accordance with the provisions of this Agreement (the "Term"). From and after the Termination Date, and upon subsequent agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 3 below.

Section 3. TERMINATION OR SUSPENSION

a. This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this

Agreement for satisfactory work rendered or supplies actually furnished prior to the effective date of termination.

b. This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory work rendered or supplies actually furnished prior to the effective date of termination.

Section 4. CONTRACT DOCUMENTS; PRIORITY

a. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contract Documents are intended to be correlative and constitute Contractor's performance obligations:

1. This Agreement.
2. Exhibits A & B.
3. Notice Inviting Bids for the Project.
4. Specifications for the Project.
5. Special Provisions.
6. Faithful Performance and Payment Bond.
7. Non-Collusion Declaration.
8. Guaranty.

b. Interpretation. In the event of any conflict between any of the Contract Documents, the document highest in the order of precedence (from highest to lowest), as set forth in Subsection 4.a above shall control.

Section 5. CONTRACTOR'S OBLIGATIONS

Contractor shall complete the Project as specifically set forth in the Contract Documents. Contractor shall furnish, at its own cost and expense, all labor, services, material, tools, equipment, supplies, transportation, and any other items and facilities necessary therefore, as provided in the Contract Documents.

Section 6. COMPENSATION

The Contractor agrees to receive and accept the following amount, not to exceed **One Hundred Eighty-four Thousand Three Hundred Forty-two and 00/100 Dollars (\$184,342.00)**, as full compensation for furnishing; all materials, doing all the work contemplated and embraced in this contract, all loss or damage arising out of the nature of the work aforesaid, the action of the elements, any unforeseen difficulties or obstructions which may arise or be encountered in the execution of the work until its acceptance by the City, and for all risks of every description connected with the work, all expenses incurred by or in consequence of the suspension or discontinuance of work well and faithfully completing the whole work, thereof, according to the requirements of the agreement documents and to the satisfaction of **Donna Meester, Director of Community Services**, or her designee, to wit: See **Exhibit "A", Scope of Work**.

Section 7.

BID PROPOSAL FORMS

The City shall pay Contractor as provided in the Bid Proposal Forms, attached hereto as **Exhibit “B”**, and incorporated herein by this reference as though set forth in full, subject to approval of the City, when applicable.

Section 8.

PREVAILING WAGES

a. Compliance with State Prevailing Wage Law. Pursuant to California Labor Code Section 1773, the **City** has obtained from the Director of the Department of Industrial Relations (“**DIR**”) the general prevailing rate of per diem wages and the general prevailing wage rate for holiday and overtime work applicable for each craft, classification, or type of worker in San Bernardino County, California, where the Project is to be performed. Copies of these prevailing rate of per diem wages are on file at the City of Victorville Finance Department/Purchasing Division and shall be made available for review to any interested party on request. Copies of these prevailing rate of per diem wages are also available from the State of California via the internet at <http://www.dir.ca.gov/DLSR/PWD>. **Contractor** and its subcontractors shall pay not less than said specified prevailing rate of per diem wages to all workers employed by them in the performance of any work under this Agreement which constitutes “public works” or “public work”, including without limitation, **Fire Station 311, 312 & 313 Bay Door Replacements and Motors**, and any other work or services described in or encompassed by California Labor Code (“**Labor Code**”) Sections 1720 through 1720.9, 1771, and 1772. **Contractor** shall be solely responsible for using the correct and current prevailing wage rates and performing accordingly. An error on the part of any awarding body does not relieve the **Contractor** from the responsibility for payment of the correct prevailing wage, or compliance with the maintenance and inspection of payroll records, posting of prevailing wage rates at the work/job site, employment of apprentices, and other requirements of Labor Code Section 1720 *et seq.*; Labor Code Section 1810 *et seq.*; California Code of Regulations, Title 8, Section 16000 *et seq.*; and all other applicable State labor laws.

b. Designation as Contractor Not Determinative. For purposes of this Agreement, **Contractor** and its subcontractors shall be subject to and shall comply with all provisions of the Labor Code applicable to contractors and subcontractors when they are engaged in the performance of any work under this Agreement which constitutes “public works” or “public work” as defined in subsection a above, despite being designated as a **Contractor**.

c. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the provisions of this **Section** and the terms of **Exhibit “A”** or **Exhibit “B”** of this Agreement, the provisions of this **Section** shall control and nothing herein shall be considered as an acceptance of the terms of **Contractor’s** Scope of Services, scope of work, bid proposal, cost proposal, and/or fee schedule which conflict with the provisions of this **Section**.

d. Payroll Records. **Contractor** and its subcontractors must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 *et seq.* (hereinafter the “**Regulations**”), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

(1) Contractor and Subcontractor Obligations. **Contractor** and each subcontractor must keep accurate payroll records, showing the name, address, social security number,

work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(a) The information contained in the payroll record is true and correct; and

(b) **Contractor** or subcontractor has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any covered work performed by its employees on the Project.

(2) Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to the **City**, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(3) Enforcement. Upon notice of noncompliance with Labor Code Section 1776, **Contractor** or subcontractor has ten days in which to comply with the requirements of this section. If **Contractor** or subcontractor fails to do so within the ten-day period, **Contractor** or subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to **Contractor**.

(4) Payment of Invoices. Copies of the certified payrolls, proof of payroll submissions, and appropriate lien releases are required with each invoice to the **City**. Payment of the invoice may be delayed when payroll-related documents and/or lien releases are not included with the invoice.

e. Apprentices. **Contractor** is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.

f. Notices. Pursuant to Labor Code section 1771.4, **Contractor** is required to post all Job Site notices, including prevailing wage rates and other notices, as required by regulation.

g. Other Labor Requirements. **Contractor** has the responsibility for and shall comply with all other applicable requirements of Labor Code Section 1720 *et seq.*, Labor Code Section 1810 *et seq.*, the Regulations, and all other applicable State labor laws. **Contractor** further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. **Contractor** shall require the same of all its subcontractors.

h. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hours laws will be enforced as follows:

(1) Pursuant to Labor Code section 1775, the **Contractor** and any subcontractor under it shall forfeit as a penalty to the **City** not more than Two Hundred Dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than the

prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Agreement by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the **Contractor**.

(2) Pursuant to Labor Code Section 1813, **Contractor** or subcontractor shall, as a penalty to the **City**, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective **Contractor** or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, except as specified in Labor Code Section 1815. In accordance with the provisions of Labor Code Section 1810 *et seq.*, eight (8) hours is the legal working day.

i. DIR Monitoring. Pursuant to Labor Code Section 1771.4, the Agreement for this Project is subject to compliance monitoring and enforcement by the DIR.

j. DIR Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, the **Contractor** and its subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Agreement, **Contractor** represents that it is aware of the registration requirement and is currently registered with the DIR. **Contractor** shall maintain a current registration for the duration of the Project. **Contractor** shall further include the requirements of Labor Code Sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Agreement is entered into and maintain registration for the duration of the Project.

Section 9. WORKERS' COMPENSATION INSURANCE

Contractor shall procure and maintain, at its own expense, during the Term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by Contractor is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

In conformance with current statutory requirements of Section 1860 *et seq.*, of the Labor Code of the State of California, the undersigned confirms the following as their certification:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

Section 10. NOTICE TO PROCEED

No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence work pursuant to the Contract Documents as directed by the City in the Notice to Proceed, and to diligently execute the same to completion within the time limits set forth in the Contract Documents.

Section 11. COMPLIANCE WITH LAWS

Contractor shall comply with all local, state, and federal laws and regulations applicable to the performance of the work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses shall be held or obtained by the Contractor at its sole expense.

Section 12. COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

Contractor shall procure and maintain at its own expense, during the term of this Agreement, commercial general liability insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers, and agents and independent contractors.

Contractor shall further procure and maintain, at its own expense, during the Term of this Agreement, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) Combined Single Limit, covering any vehicle(s) utilized by Contractor or its officers, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Agreement.

Section 13. COURSE OF CONSTRUCTION/INLAND MARINE INSURANCE

Contractor, and or any of its subcontractors, suppliers, vendors, employees, or person whom it performing any work under this agreement shall purchase, and maintain insurance to the full contract and insurable value thereof commonly referred to as a Course of Construction, Builders' Risk, or an Inland Marine policy that offers "Installation" coverage for all materials, supplies, equipment, and property obtained by, or for Contractor, which is to become part of the work while such equipment and property is stored at the jobsite, at temporary locations, or while in transit to the project from such temporary locations. **Contractor, and or any of its subcontractors, suppliers, vendors, employees, or person whom is performing any work under this agreement shall** also be responsible for insuring their owned, leased/rented or borrowed equipment. Insurance should also include a Loss Payee, and a Waiver of Subrogation Endorsement(s) in favor of the City of Victorville.

Section 14. ADDITIONAL INSURED

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, the City Attorney, are named as Additional Insureds.

Section 15. **WAIVER OF SUBROGATION RIGHTS**

Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, volunteers, employees, contractors, and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

Section 16. **PROOF OF INSURANCE COVERAGE; REQUIRED PRIOR TO COMMENCEMENT OF SERVICES**

a. Contractor shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to the City Clerk certificates of said insurance at least one (1) day prior to the commencement of any services to be performed under this Agreement.

b. The certificates of insurance shall bear an endorsement whereby it is provided that, in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of non-payment, ten (10) days' advance written notice shall be given.

c. The certificates of insurance shall bear an endorsement whereby it is provided that the respective insurance policy shall not be terminated or expire without first providing thirty (30) days written notice to the City of such termination or expiration.

d. The certificates of insurance shall indicate that the respective insurance policy will be maintained throughout the Term of this Agreement.

e. The commercial general liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies."

Section 17. **TIME OF THE ESSENCE**

Time is of the essence in the performance of this Agreement.

Section 18. **INDEMNIFICATION**

Notwithstanding the limits of any insurance, Contractor shall indemnify the City, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or

liabilities arising or alleged to arise from the negligence or willful misconduct of the City its officials, officers, agents, volunteers or employees, and in connection therewith:

a. Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b. Contractor will promptly pay any judgment rendered against the City, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officials, volunteers, officers, agents, and employees harmless there from;

c. In the event the City, its officials, officers, agents, volunteers or employees is made a Party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;

d. Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time;

The Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

Section 19. REPORTS

Upon request by **Donna Meester, Director of Community Services**, or her designee, Contractor shall prepare and submit reports concerning Contractor's performance of the work required by this Agreement.

Section 20. RECORDS

a. Contractor shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **Donna Meester, Director of Community Services**, or her designee, to evaluate the cost and the performance of such services.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. **Donna Meester, Director of Community Services**, or her designee, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

c. **Donna Meester, Director of Community Services**, or her designee, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to **Donna Meester, Director of Community Services**, or her designee, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

Section 21. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both Parties.

Section 22. ENTIRE AGREEMENT

a. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Agreement.

b. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Agreement and the Contract Documents.

c. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

Section 23. AMBIGUITIES

This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

Notwithstanding the foregoing, the Parties agree that **Exhibit "B"** is attached hereto for reference purposes and to the extent there are any ambiguities, inconsistencies or conflicts between the terms of this Construction Agreement and **Exhibit "B"** the terms of this Construction Agreement shall control and nothing set forth in **Exhibit "B"** shall be deemed to supersede any of the provisions of this Construction Agreement.

Section 24. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To the City: Donna Meester, Director of Community Services,
Community Services
City of Victorville
14343 Civic Drive
Victorville, CA 92392

To Contractor: Lisa Price, Treasurer
Precision Garage Doors & Gates, Inc.
7348 Fox Trail
Yucca Valley, CA 92284

b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 25. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

Section 26. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Agreement and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Agreement based on such consultation.

Section 27. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the City, when such inaccuracies are due to the negligence of Contractor.

Section 28. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 29. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties.

Section 30. GENDER; PLURAL

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

Section 31. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 32. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 33. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

Section 34. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

Section 35. ATTORNEY'S FEES

Should any litigation, specifically including but not limited to, arbitration and other non-judicial resolution of disputes be commenced between the Parties to this agreement concerning this agreement or the rights and duties of either in relation thereto, the Parties prevailing in such

litigation or other proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney fees in such litigation where the proceeding which, if not agreed upon by the Parties, shall be determined by the court or other entity in which such litigation or other proceeding is brought.

Section 36. EFFECTIVENESS OF AGREEMENT

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager, and executed by the authorized City personnel or Mayor.

Section 37. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

a. Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

Section 38. COUNTERPARTS

This Agreement may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Agreement.

Section 39. CARB COMPLIANCE OBLIGATIONS

a. CARB Regulations. Contractor is aware of the California Air Resources Board ("CARB") regulations mandating various emission reduction requirements. Service Provider agrees to comply with all applicable CARB regulations (Title 13, Division 3 of the California Code of Regulations ("CCR") prior to commencing any work hereunder and maintain compliance throughout the duration of this Agreement.

(1) Vehicles with a Gross Vehicle Weight Rating (GVWR) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to CARB's Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets (ACF) webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.

(2) Effective January 1, 2024, CARB implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR Section 2449 *et seq.*, the "Off-Road Regulation") which apply broadly to all self-propelled off-road diesel vehicles 25 horsepower or greater and other forms of equipment used in California (including any vehicles or equipment that is rented or leased). The Off-Road Regulation is available at: <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>.

b. Contractor must comply with all CARB regulations and requirements, including without limitation, all applicable sections of the Off-Road Regulation (as codified in 13 CCR Section 2449 *et seq.*) throughout the term of the Project and this Agreement. Contractor shall

be solely liable for all costs associated with complying with the regulations, as well as for any and all penalties, fines, damages, or costs associated with violations or failures to comply with the regulations. Contractor shall defend, indemnify, and hold harmless the City of Victorville, its elected and appointed officials, officers, agents, and employees from and against any and all claims, liabilities, costs, penalties, interest, or other damages arising out of Contractor's failure or alleged failure to comply with CARB regulations.

(END OF THIS PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

THE CITY OF VICTORVILLE

**PRECISION GARAGE DOORS &
GATES, INC.**

By: _____
**Elizabeth Becerra,
Mayor**

By: _____
Lisa Price, Treasurer

Dated: _____

Dated: _____

ATTEST

By: _____
**Jennifer Thompson,
City Clerk**

Dated: _____

By: _____
**Sandra Bostick,
Risk Manager**

Dated: _____

APPROVED AS TO STANDARD FORM:

By: _____
**Andre de Bortnowsky,
City Attorney**

Dated: _____

EXHIBIT A

SCOPE OF WORK

City agrees to engage Contractor and Contractor agrees to furnish all necessary labor, tools, materials, and equipment for and do the Work for the Project. The Work shall be performed as generally described in the Request for Bid, Project Number JM24-049, for the Project, portions of which are attached hereto for ease of reference as **Exhibit "A"**, and the entirety of which is currently on file in office of the City Clerk); (ii) the prices set forth in Contractor's Bid Proposal (attached as **Exhibit "B"**).

CITY OF VICTORVILLE
JM24-049 FIRE STATIONS 311, 312, & 313 BAY DOOR REPLACEMENTS AND MOTORS

SECTION C
SCOPE OF WORK

Qualified contractor shall remove and haul away existing bay doors, and replace eleven (11) new bay roll-up doors at three (3) different fire stations. The Contractor shall replace six (6) bay doors at Fire Station 311, four (4) bay doors at Fire Station 313, and one (1) bay door at Fire Station 312 including their respective commercial openers. **All bay doors shall be furnished in red, with the exception, of the bay door at Fire Station 312. This bay door shall be furnished to match existing doors.**

The Contractor shall coordinate with the on-duty Fire Captain at each Fire Station regarding workspace and any special protocols, as the station will continue to operate as normal. The Contractor shall comply with all OSHA requirements and safety requirements associated with the work within this contract.

Fire Station 311 (16200 Desert Knoll Drive, Victorville)

Current six (6) bay door specifications:

- Single bay door dimensions: 14' W x 14' H
- Each door is comprised of seven (7) sections.
- Each door has one (1) section of windows.
- Each door is operated by a commercial LiftMaster trolley.

Fire Station 312 (15182 El Evado Road, Victorville)

One (1) bay door specification:

- Single bay door dimensions: 14' W x 14' H
- The bay door is 22 GA/24 GA flat slats with malleable steel end locks with a rolled formed hood.
- Door has a commercial LiftMaster hoist opener.

Fire Station 313 (13086 Amethyst Road, Victorville)

Current four (4) bay door specifications:

- Single bay door dimensions: 14' W x 14' H
- Each door is comprised of seven (7) sections.
- Each door has one (1) section of windows.
- Each door is operated by a commercial LiftMaster trolley.

PRODUCT**Steel Sectional Door Specifications (Fire Station 311 & Fire Station 313)**

Manufacturer: Clopay EX3720: Minor Ribbed Insulated Steel Door, Thermally-Broken, Polyurethane Insulated.

1. Maximum Door Size: 16 ft. 2 inches (4.93 m) wide by 14 ft. (4.27 m) high.
2. Panels: Foamed in place polyurethane core construction between exterior and interior steel skins.
3. Panel Thickness: 2-inches (51 mm).
4. Steel Skin Thickness: Minimum 27 gauge 0.061-inch (0.40 mm) exterior; minimum 27 gauge 0.016-inch (0.40 mm) interior.
5. Emboss: Stucco
6. Stiles: Galvanized double end stiles, minimum 0.061 inch (1.55 mm) thick.
7. Rollers: Long-stem tandem rollers.
8. Astragal: U-shaped flexible PVC in retainer of full-length 0.055 inch (1.4 mm) rigid PVC.
9. U-Factor: 0.16
10. R-Value: 18.4
11. Air Infiltration: 0.22cfm/ft²
12. Section Finish:
 - a. Color Blast® (Sherwin Williams® Color Code – High quality durable two-part Polane® paint system) Sherwin Williams™ 94950
13. Windows: Full vision aluminum section
 - a. Glazing: ½ inch (13 mm) dual pane tempered insulated glazing
14. Locking:
 - a. No lock
15. Weather-stripping: Provide complete perimeter seals. Provide flexible top seal, flexible jamb seal and U-shaped bottom seal.
16. Track:
 - a. Provide standard lift track as indicated.
17. Spring Counterbalance:
 - a. Specialized torsion spring counterbalance mechanism sized to weight of the door. Spring to be helically wound, oil tempered, treated with secondary process to increase life cycle life and reliability. Spring to be mounted on a solid steel shaft with center coupling.
 - b. Cable drum of die cast aluminum with high strength galvanized aircraft cable with minimum 7 to 1 safety factor. Cable to be at minimum 7-19 stranded 3/16 diameter with thimble loop.
 - c. Cable Safety Device: Snubbers to help maintain cable tension.
 - d. Spring cycles:
 - i. 50,000 cycles standard.
 - ii. Maximum cycles on a single shaft.

DOOR OPERATOR

Manufacturer: LiftMaster

1. Motor design: 1.25 HP
 - a. Single Phase, 120/230V.

EXHIBIT A

2. Operation: Variable speed direct drive.
3. Operator Speed: Travels an average of 24" in the up direction and between 12"-18" in the down direction, depending on door type and drum size. Includes soft start/stop ramps.
4. Motor: Listed by Underwriters Laboratories. Meet UL 325.
5. Wall controller: Provide separation of low and high voltage wiring and include functionality of 3-button station; set door profile and programming limits and performs diagnostics.
6. Floor-level programming: Set limits, door profile, operating modes, and select photo entrapment devices via wall controller from standing height.
7. Display: Absolute cycle count, service cycle count, diagnostic messages, and door and operator status via 2-line, text LED display.
8. Cycle counter: Resettable via wall controller or myQ technology.
9. Limit setting: Electronic pushbutton via wall controller.
10. Manual Hoist: Manual hoist with integral manual operation protection circuit.
11. Cable Tension Monitor: Mitigates door operation when cable slackening occurs.
12. Internet connectivity:
 - a. Built-in Wi-Fi with myQ technology.
 - b. Over-the-air updates.
13. Service cycle count, lifetime cycle count, and remote diagnostics via wall controller or myQ technology.

Specifier to Select the following:

14. Control Stations:
 - a. Three Button Type
 - i. [NEMA 1], [NEMA 4], [NEMA 4X], [NEMA 7/9 enclosure]
15. Remote Controls:
 - a. Three button DIP.
16. Primary monitored entrapment protection:
 - a. Light Curtain UL 325 approved (standard).
17. Secondary non-monitored entrapment protection:
 - a. Pneumatic sensing edge

Steel Roll Up Door Specifications (Fire Station 312)

Manufacturer: Stormtite Insulated Rolling Service Doors: Overhead Door Corporation Model 625.

1. Curtain: Interlocking roll-formed slats as specified following. Endlocks shall be attached to each end of alternate slats to prevent lateral movement. Flat profile type F-265i for doors up to 40 feet (12.19 m) wide. Front slat fabricated of:
 - 24-gauge galvanized steel.Back slat fabricated of :
 - 24-gauge galvanized steel.
2. Slats and Hood Finish:

Galvanized Steel: Slats and hood galvanized in accordance with ASTM A 653 and receive rust-inhibitive, roll coating process, including 0.2 mils thick baked-on prime paint, and 0.6 mils thick baked-on polyester top coat.

EXHIBIT A

- Non-galvanized exposed ferrous surfaces shall receive one coat of rust-inhibitive primer.
3. Weatherseals:
Vinyl bottom seal, exterior guide and internal hood seals.
Interior guide weatherseal.
Lintel weatherseal.
Air Infiltration Package, IECC 2012/2015 listed; product to meet C402.4.3 2012
Air leakage <1.00 cfm/ft².
Air Infiltration perimeter seal package includes: guide cover, guide cap, dual brush exterior guide seal, 4 inch finned lintel brush seal and vinyl bottom seal.
 4. Bottom Bar:
Two galvanized steel angles minimum thickness 1/8 inch (3 mm) bolted back to back to reinforce curtain in the guides.
 5. Guides: Three structural steel angles.
 6. Brackets:
Galvanized steel to support counterbalance, curtain and hood.
Stainless steel to support counterbalance, curtain and hood.
 7. Finish; Bottom Bar, Guides, Headplate and Brackets:
PowderGuard Zinc base coat, gray.
 8. Counterbalance: Helical torsion spring type housed in a steel tube or pipe barrel, supporting the curtain with deflection limited to 0.03 inch per foot of span. Counterbalance is adjustable by means of an adjusting tension wheel.
 9. Hood: Provide with internal hood baffle weatherseal.
24-gauge galvanized steel with intermediate supports as required.
 10. Manual Operation:
Chain hoist.
Crank operation.
 11. Electric Motor Operation: Provide UL listed electric operator, size as recommended by manufacturer to move door in either direction at not less than 2/3 foot nor more than 1 foot per second.
Sensing Edge Protection:
Pneumatic sensing edge.
Operator Controls:
Push-button operated control stations with open, close, and stop buttons.
Controls for interior location.
Controls surface mounted.
Special Operation:
Vehicle detector operation.
Radio control operation.
Motor Voltage: 115/230 single phase, 60Hz.
 12. Operation: Design door assembly, including operator, to operate for not less than 20,000 cycles.
 13. Wall Mounting Condition:
Face-of-wall mounting.

EXHIBIT B

BID PROPOSAL FORMS

See Attachment

CITY OF VICTORVILLE
JM24-049
FIRE STATIONS 311, 312, & 313 BAY DOOR REPLACEMENTS AND MOTORS
BID PROPOSAL FORM

The undersigned declares that the locations of the proposed work, the plans, specifications, and contract documents have been carefully examined; and being familiar with all of the conditions surrounding the work, including the availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, tools, equipment, and incidentals, to complete all the work. All applicable taxes and discounts should be included. All of the aforementioned shall be done in accordance with said plans, specifications, and contract documents for the price set forth in the following schedule.

The City of Victorville reserves the right to reject any and all bids and waive any irregularities or informalities in any bid or in the bidding.

Item #	Description	Total Amount
1	MATERIALS, EQUIPMENT AND LABOR TO COMPLETE ALL THE WORK FOR FURNISH, DELIVER, AND INSTALL FIRE STATIONS 311, 312, & 313 BAY DOOR REPLACEMENTS AND MOTORS	\$ 184,342.00
	TOTAL BID	\$ 184,342.00

GRAND TOTAL IN WORDS: One Hundred Eighty Four Thousand Three Hundred Forty Two and zero cents

Bidder: Precision Garage Doors & Gates, Inc.

Address: 7348 Fox Trl Yucca Valley, CA 92284

Phone: 760-369-4911 E-mail: Beccapgdg@gmail.com

Signature:  Date: 7/12/24

Name Printed: Lisa Price Title: Treasurer

Attachment B
Fire Station Pictures

Fire Station 311

16200 Desert Knoll Drive



Fire Station 312

15182 El Evado Road



Fire Station 313

13086 Amethyst Road

