



**INVITATION FOR BIDS
08-41**

LEWIS ROAD INTERIM FIRE STATION

Issue/Posting Date

July 1, 2008

Mandatory Pre-Bid Site Inspection

July 22, 2008 @ 10:00 a.m.
Fire Station Site
550 Lewis Road
Santa Rosa, CA 95404

Due Date for Bids

August 14, 2008 @ 2:00 p.m.

To

Jennifer Myles, Senior Buyer
City of Santa Rosa - Purchasing Office
630 Third Street – 2nd Floor
Santa Rosa, CA 95404
707-543-3709

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LEWIS ROAD INTERIM FIRE STATION**IFB 08-41**

Sealed Bids, as prescribed herein and in the original format, subject to the Invitation For Bid (IFB), Specific and General Provisions, Project Manual, and Plans, will be received at City Purchasing Department on 630 Third Street – Second Floor, Santa Rosa, CA 95404, **no later than August 14, 2008, at 2:00 p.m.**, for furnishing all labor, material and equipment for the proper execution of the Project described, including all taxes.

Project Description, Phasing and Cost Estimate: The City of Santa Rosa desires to contract for the construction of a one-story apparatus bay, site work, electrical and utilities connections, plumbing, excavating, paving, grading, storm drains, curbs, walkways, foundation and the coordination and set up of a previously purchased modular building. Detailed scope of work listed within Technical Specifications, Exhibit "B".

The work under the resulting contract will include furnishing of all labor, materials, services and transportation, except as specifically excluded, which is required for completion of the project in accordance with the terms and provisions of the contract document. The estimated Engineer's Cost for the project is \$800,000.

NOTE: *There will be a **Mandatory Site Inspection** at 10:00 a.m. on July 22, 2008. Contractors not participating in the site inspection will be considered non-responsive to the bid and will not be eligible for contract award. The site visit will be conducted by the City's Facilities Maintenance Division and Purchasing and will meet at the Fire Station Site at 550 Lewis Road, Santa Rosa, CA 95404. There will be no rescheduling of the mandatory site visit.*

NOTE: *Prospective contractors must possess a State of California Contractors License Type B General Building Contractor License to perform work specified herein and under the resulting contract.*

Item No.	Qty	Unit	Bid Item No. 1	Total Bid Amount
1.	1	Job	Lewis Road Interim Fire Station located at 550 Lewis Road, Santa Rosa, CA 95404	\$ _____

After opening of bids and prior to award of contract, the City will require the three lowest bidders to submit to the City a project ***Schedule of Values***, equal to their total amount bid to be used in subsequent contract administration. **The *Schedule of Values* shall be submitted to the office of the Purchasing Agent at 630 Third Street-Second Floor, CA 95404, no later than 2:00 p.m. August 18, 2008, forty-eight (48) workday hours after the bid opening time and date.** Should the No. 1 lowest bidder fail to submit a schedule of values by the required date and time, the City reserves the right to consider the bid non-responsive, and to consider the next lowest compliant bidder for award.

Project ***Schedule of Values*** format shall include, but not be limited to, the Divisions listed below:

NOTE: *Each Division shall be broken down in detail to address the cost of all work detailed within a Division and allow for the total completion of the project.*

- | | |
|---|--|
| 1. Division 1 – General Requirements | 9. Division 9 – Finishes |
| 2. Division 2 – Site Construction | 10. Division 10 – Specialties |
| 3. Division 3 – Concrete | 11. Division 11 – Equipment |
| 4. Division 4 – Masonry | 12. Division 12 – Furnishings |
| 5. Division 5 – Metals | 13. Division 13 – Special Construction |
| 6. Division 6 – Wood & Plastics | 14. Division 14 – Conveying Systems |
| 7. Division 7 – Thermal and Moisture Protection | 15. Division 15 – Mechanical |
| 8. Division 8 – Doors/Frames/Hardware | 16. Division 16 – Electrical |

NOTE: *The required Schedule of Values shall be submitted on a form to be provided by the contractor and is not required to be submitted with the bid document at the opening of bids.*

The following information for bid documents are named as follows:

- Exhibit “A” – Drawings/Plans
- Exhibit “B” – Specifications
- Exhibit “C” – Geotechnical Study Report

The project schedule is as described in the Special Provisions, and is determined to be acceptable.

Signature of Bidder _____

To be completed by Bidder:

Date Submitted _____

Bidder _____

Company _____

Address _____

By signature, Bidder warrants that:

- ❑ all information required by the Special and General Provisions of this Contract have been met and submitted herein. Bidder warrants that pricing will be held for a period of ninety (90) days from date of Bid Opening,
- ❑ all addenda (if issued) have been received, reviewed and incorporated into the Bid and scope of work,
- ❑ the Bidder is able to furnish all Bonds and Certificates of Insurance as requested by the Special Provisions,
- ❑ the City of Santa Rosa will not be responsible for any error or omissions on the part of the signatory making this proposal. Bidder agrees to enter into a contract with the City of Santa Rosa and to commence work within ten (10) calendar days from the day authorized in the Notice of Approval of Contract and Work Order and to diligently prosecute the same to completion in accordance with Standard,
- ❑ the Bidder is in compliance with the non-collusion statement described in the Special and/or General Provisions, conforming to Title 23 United States Code Section 112 and Public Contract Code 7106. The non-collusion form will not be provided by the City in this bid document.
- ❑ and, in case of default in executing the required contract, together with the necessary bonds, within the period of time provided in the Provisions, the proceeds of the security accompanying this proposal shall become the property of the City of Santa Rosa, California, and this proposal and the acceptance thereof may be considered null and void.

SPECIAL PROVISIONS

Mandatory Site Inspection: A **Mandatory** Pre-Bid Site Inspection will take place on **July 22, 2008, at 10:00 a.m., at 550 Lewis Road, Santa Rosa, CA 95404**. This will be the only scheduled walk through for this project. Please make every effort to have interested parties in attendance. **[NOTE: Contractors not participating in the mandatory site inspection will be considered non-responsive to the bid and will not be eligible for contract award.]**

Notices:

Sealed Bids will be received at the Purchasing Office of the City of Santa Rosa, located at **630 Third Street, 2nd Floor, Santa Rosa, CA, 95404** until **2:00 p.m., on August 14, 2008**. Bids received after the Bid due date will not be accepted for any reason.

The official time clock for receiving Bids will be an electronic date and time stamping clock, located in the Purchasing Office. In order to be considered all Bids must be received **PRIOR** to the date and time shown above.

Bids are required for the entire work, herein, and for complete systems, means and methods for accomplishing and otherwise achieving the work herein.

Commencing July 1, 2008, the bid package, including bid documents, specifications, and plans may be obtained by properly licensed Contractors at **Draftech Blueprinting, Inc., 1544 Terrace Way, Santa Rosa, California, (707)-578-9442**. A non-refundable fee of \$80 will be charged for each bid package. **Checks only** will be accepted made payable to the City of Santa Rosa. If you request that the bid package be mailed, shipping costs shall be the responsibility of the bidders. Before the bid package can be shipped, the bidder's check and/or courier billing information must be received by **Draftech Blueprinting, Inc.** Please allow a minimum turn-around time of 48 hours from the date of request to receipt of your bid package.

The successful Bidder **will be required** to pay, or have evidence of payment of, the City of Santa Rosa business tax before commencing work on this project. For information regarding the business tax, contact the City of Santa Rosa Revenue and Collections Department.

Project Schedule: It is anticipated City Council will approve award of bid to the lowest responsive and responsible bidder in September 2008, and the contract work will begin in October, 2008 after issuance of a notice to proceed. **All work must be completed no later than February 13, 2009.**

Hours of Work and Use of Site: Hours of work will be between 7:00 a.m. and 800 p.m. Monday through Saturday, any deviation from these hours will require 48 hours minimum notice to the City Project Manager and must be approved by the Owner prior to the starting work.

Progress of the Work and Time for Completion: The Contractor shall be prepared to begin work within ten **(10)** calendar days after the day authorized in the Notice of Approval of Contract and Work Order, and shall diligently prosecute the contract to completion before the expiration of: two hundred and ten **(120)** Days. Work shall be scheduled as required by these specifications and as directed by the project manager.

Hindrances and Delays: The Contractor expressly agrees that the service schedule named in the contract includes allowances for all hindrances or delays incidental to the work. There will be no claims made by the Contractor for hindrances or delays, from **any** cause, during the progress of the work, except as provided under "Suspension of Work and Extensions of Time." Inadequate planning on the part of the Contractor or any Subcontractor for deliveries and procurement of items essential to the project's completion within the allotted schedule, does not automatically warrant a claim for hindrance or delay.

Suspension of Work: The City of Santa Rosa reserves the right to suspend and reinstate execution of the whole or any parts of the work without invalidating the provisions of the contract. The City will issue any orders for suspension or reinstatement of work to the Contractor in writing. The time for completion of the work will be extended for a period equal to the time lost by reason of suspension and extra costs and expenses which, in the opinion of the City, are caused by work suspension is due to the contractor's negligence or failure to meet contractual or regulatory requirements.

Owners Right to Carry Out Work: If the Contractor defaults or neglects to carry out the Work, in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to correct such a default or neglect diligently, the Owner may after a seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. Subsequently, an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

Contract Extension: Should the Contractor be unable to complete the scope of the work described in this contract within the specified time period, the contractor may submit to the City Purchasing Agent, in writing, a detailed request to extend the time period allowed under the contract for a reasonable number of days to allow the contractor to complete the contract. However, the City reserves the right to approve or disapprove said extension.

Unfavorable Work Conditions: During unfavorable weather, or other unsuitable conditions, the Contractor shall confine operations to work, which will not be effected adversely thereby. No portions of the work shall be performed under conditions, which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the contractor to perform the work in a proper and satisfactory manner. Anticipate mean weather conditions and prepare for needed mitigations in the base bid. Unfavorable weather is defined as conditions outside one standard deviation of average conditions.

Safety Equipment: Contractor shall provide all necessary safety equipment, including but not limited to helmets, glasses, earplugs, and to ensure that his crews use this safety equipment when working on this job. Contractor shall be held accountable for any infraction of safety equipment use.

Losses from Natural Causes: All loss or damage arising out of the nature of the work, or from the action of the elements, or from floods or overflows, or from groundwater, or from any unusual obstruction or difficulty, or any other natural or existing circumstance either known or

unforeseen, which may be encountered in this prosecution of work, shall be sustained and borne by the Contractor at his own cost and expense.

Fees and Permits: The Contractor will be responsible for obtaining all applicable permits, licenses and fees for the completion of this project. The City will be responsible for all costs associated with City issued permit fees.

Water Pollution: Attention is directed to City Standard Specifications, Section 7-1.01G, Water Pollution. Contractor shall control and prevent discharge of all potential pollutants including, but not limited to, petroleum products, solid wastes and construction chemicals. The program to control water pollution required to be submitted under Section 7-1.01G of the Standard Specifications shall include a spill contingency plan that establishes clean-up procedures that will be followed in the event of a spill of potentially hazardous, toxic or polluting materials.

Insurance Requirements:

Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

- | | | |
|---|--|-------------------------------------|
| A | Commercial general liability at least as broad as ISO CG 0001 <i>(per occurrence)</i> | \$1,000,000 |
| | With an edition date prior to 2004 or its equivalent <i>(aggregate)</i> ¹ | \$2,000,000 |
| B | Business auto coverage at least as broad as ICO CA 0001 ² <i>(per accident)</i> | \$1,000,000 |
| C | Workers Compensation ³ | Statutory |
| | Employer's Liability | \$1,000,000 |
| D | Pollution Liability Insurance ⁴ | |
| | Required if box is checked <i>(in amount set forth below):</i> | ☒ |

¹ If insurance applies separately to this project/location, aggregate may be equal to per occurrence amount. Limits may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage.

² Auto liability insurance shall cover owned, nonowned and hired autos. If Contractor owns no vehicles, auto liability coverage may be provided by means of a nonowned and hired auto endorsement to the general liability policy. If Contractor will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage.

³ Sole Proprietors must provide representation of their exempt status.

⁴ Where Contractor will be involved in removal, transportation, remediation or disposal of potential pollutants (to cover any accidental release that may occur during such work) or when the project contracted for has potential for accidental release of pollutants (i.e. construction near known pipelines), then Contractor shall provide such coverage with a policy limit of not less than **\$500,000** per claim and aggregate.

Endorsements: All policies shall contain or be endorsed to contain the following provisions:

Coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the entity unless canceled for non-payment, a ten (10) day notice shall be given.

Commercial General Policies: All policies are to contain, or be endorsed to contain the following provisions:

For any claims related to this project, the **Contractor's insurance coverage shall be primary** and any insurance or self-insurance maintained by the CITY shall be excess of the Contractor's insurance and shall not contribute with it.

The City of Santa Rosa, its officers, officials, employees and volunteers are to be named as additional insured on a form equivalent to CG20 10 with an edition date prior to 2004.

Other Insurance Provisions: No policy required by this section shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.

All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

Self-insured retentions and/or deductibles above \$5,000 must be approved by the CITY. At the CITY's option, the Contractor may be required to provide financial guarantees.

Verification of Coverage and Certificates of Insurance: Contractor shall furnish the CITY with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the CITY before work commences and must be in effect for the duration of the contract. The CITY reserves the right to require complete, copies of all required policies and endorsements.

DEFINITIONS RELATED TO THE WORK AND CONTRACT DOCUMENTS:

<u>TERM</u>	<u>MEANING</u>
AHJ	The Authority with jurisdiction for code compliance over the project.
APPROVED DRAWINGS	Contract Documents bearing the stamp and signature of the reviewing authorities.
ARCHITECT	In the event the project has no Architect of Record, "Architect" shall mean Prime Consultant of Record. When the CalTrans standard specification refers to engineer, it shall mean the Prime Consultant of Record.
AS DIRECTED	By the Architect.
AS REQUIRED	By Code; by good building practice, by the manufacturer; by the Condition prevailing; by the Contract Documents; by the Owner, or by the Architect.
AS SELECTED	By the Architect

BY OTHERS	Work on this Project that is outside the scope of Work to be performed by the Contractor under this Contract, but that will be performed by the Owner, other contractors, or other means.
BY OWNER	Work on this Project that will be performed by the Owner, or his agents, at his cost.
CRITICAL WORK ACTIVITIES	Work activities which, if delayed or extended, will delay the scheduled completion of one or more of the milestones or the scheduled completion of all other Work, or both. All other Work activities are defined as non-critical Work activities and are considered to have float.
FLOAT	The time that a non-critical Work activity can be delayed or extended without delaying the scheduled completion of milestones or the scheduled completion of the Work, or both. The Contractor does not have an exclusive right to the use of float.
FURNISH	Supply only, do not install.
INSTALL	Install or apply only, do not furnish.
KNOWLEDGE	The terms "knowledge," "recognize," and "discovery," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows or should know, recognizes or should recognize, and discovers or should discover in exercising the care, skill, and diligence required by the Contract Documents.
MEANINGS	Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
N.I.C.	Not in Contract; work on this Project that is outside the scope of Work to be performed by the Contractor under this Contract.
OFFSITE	Outside the area described by the property lines and project limits.
OWNER'S INSPECTOR	Authorized inspector retained by Owner.
PERSISTENTLY	The phrase "persistently fails" and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts and omissions, which causes the Owner or the Architect to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum, or in substantial compliance with the requirements of the Contract Documents.

PROVIDE	Furnish and install.
READY FOR INSPECTION	Fully reviewed by the responsible general and subcontractor as to Contract Compliance with supporting materials such as approved submittals and drawings onsite for the Inspector's review; required tests have been completed by the Contractor at least once and met Contract Requirements; additionally the tests or inspections required have been demonstrated to the Owner's Inspector if requested will subsequently be demonstrated for the AHJ.
SHOWN	As indicated on Drawings.
SITE	Geographical location of the Project.
SPECIFIED	As written in the Construction Documents.
THE DRAWINGS	The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
THE PROJECT	The Project is the total construction of which the Work preformed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.
THE SPECIFICATIONS	The Specifications are that portion of the Contract Document consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
WORK	The total construction performed to fulfill the contract.
ACCESS TO THE WORK	The contractor shall provide the Owner, Inspector, AHJ, Architect and their representatives access to the Work in preparation and progress wherever located.
AGENCY APPROVALS OF CHANGES IN WORK	Emergency changes to the Work relating to the safety of the persons at the construction site may be made immediately. Such emergency changes shall be documented by subsequent Change Orders and may require modification to comply with the Agency Having Jurisdiction.
CONFLICTS	Comply with the most stringent referenced regulatory or contract requirement, quantity, or quality. Nothing in the Drawings or Specifications shall be construed as requiring

or permitting work not conforming to applicable laws, ordinances, rules, and regulations.

When requirements of Drawings or Specifications are more stringent than requirements of applicable laws, ordinances, rules, and regulations, then requirements of Drawings and Specifications take precedence.

Drawings or Specifications do not purport to repeat requirements of codes except where necessary for clarity.

CONTRACT SUM

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. All costs of overtime work required by the nature of this Work shall be included in the Contract Sum.

CONSTRUCTION PROCEDURES

The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures for all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the related jobsite safety of the requirement and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions.

SUPERINTENDENT

The Contractor's superintendent shall be satisfactory to the Owner in all respects, and the Owner shall have the right to require the Contractor to dismiss from the Project any superintendent whose performance is not reasonably satisfactory to the Owner, and to replace such superintendent with a superintendent reasonably satisfactory to the Owner in all respects. The Contractor shall not remove or change the superintendent without written approval of the Owner.

COORDINATION

Coordinate, supervise and direct the Work; do not delegate responsibility for coordination to any Subcontractor. Anticipate the inter-relationship of all Subcontractors and their relationship with the total Work. Coordinate the work of Subcontractors and material suppliers, so that their work is performed

Provide a complete working installation with all assemblies, systems, and equipment called for in proper operating condition and proper finish. Documents do not undertake to show or list every ancillary item or accessory to be provided. Where it can be reasonably inferred that an item not shown or listed is necessary for proper functionality or finish, which are shown or listed, provide such ancillary items and accessories as part of this Contract at no additional cost.

Arrange and delegate work in accordance with trade practices and the unique aspects of this Project. Owner, Owner's Representative, and Owner's consultants do not assume any responsibility to act as arbiter to establish subcontract limits between Sections and Divisions of the work. Carefully review Contract Documents prior to Bid and coordinate responsibility for all aspects of the Work, especially where the work of various trades interface or affect each other. No additional compensation shall be made for failure to perform this review and properly arrange for all aspects of the Work.

Be responsible for seeing that anchorage, blocking, joining, and other detailing are provided as required.

Do not cover any substrate with finishes until properly inspected and ready to receive subsequent work and approved by appropriate agencies and until proper certifications have been issued. Uncover for approvals at no additional contract cost.

The Contractor must immediately after award of Contract, submit for approval his list of Subcontractors with addresses, and business and home (for emergency) phone numbers of mechanical, plumbing, and electrical contractors.

Work out all "tight" conditions involving Work in advance of installation. Fully coordinate the installation with structural, mechanical, architectural, and site conditions and with the work of other trades. If necessary, and before work proceeds in congested areas, prepare supplementary coordination drawings which show all crossings of structure, ducts, pipes, conduits, electrical equipment and panels, etc., indicating exact locations and elevations of

respective elements. Where clarification is requested with regard to conditions which affect the proper installation of this work, submit such requests with drawings, showing Contractor's recommended installation, coordinated with all existing conditions. Include any additional work necessary to overcome "tight" conditions. Clearly identify areas requiring Owner's Representative's review. Coordinate electrical interlocks of hardware, mechanical, and electrical equipment. Accurately document conditions within the project area, including those which affect the installation of new work. Where significant deviations from general arrangements shown on the Drawings are necessary, or where modification of existing work is necessary, clearly identify areas requiring special review by circling those areas on layout, shop, or supplemental drawings.

Coordinate and provide access for all equipment specified in the project.

Coordinate with Owner's Inspector and testing laboratory to facilitate access of inspection to Work areas.

Material deliveries, demolition, and exposed assemblies shall be continuously protected from detrimental effects of weather. Anticipate protection requirements and have protection materials onsite.

NOISE CONTROL

Comply with the work hours and noise ordinances established by the City or if not defined in the ordinance, as defined below. A copy of the Ordinance is available from the City. Use of open-air radios is not allowed. Noise shall be kept to a minimum in construction operation. Jack- hammering and rotary-hammering shall be performed between 8:00 AM and 7:00 PM Monday through Friday, or by arrangement on weekends. Any premium labor cost shall be included in the Base Bid.

SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. In no case will the Owner, Architect, or their respective employees and agents have either direct or indirect responsibility for matters related to project safety.

Owner shall be responsible for the removal of any asbestos, PCB's, Petroleum, Hazardous Waste, Radioactive Material, or other hazardous material uncovered or revealed at the site that was not shown or indicated in the Drawings or Specifications or identified in

the Contract Documents to be within the scope of the Work and that may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. Owner shall not be responsible for any such materials brought to the site by Contractor, Subcontractor, Suppliers, or anyone else for whom Contractor is responsible.

Upon discovery of any unanticipated hazardous substance, whether suspected or actual, Contractor shall immediately (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency), and (ii) notify Owner and Architect (and thereafter confirm such notice in writing). Owner shall promptly consult with Architect concerning the necessity for Owner to retain a qualified expert to evaluate such hazardous condition. Contractor shall not resume work in connection with such hazardous condition or in any such affected area until after Owner has caused appropriate remedial work to be performed or has taken other appropriate action that results in a reasonably safe and harmless working environment, as determined by the appropriate governmental agency or by an environmental engineer mutually acceptable to both Owner and Contractor. Contractor agrees to defend and indemnify Owner with regard to any personal injury, economic, and other type of claims, penalties, losses, damages, or liabilities asserted by any employee or agent of Contractor or by any other third party that arise from Contractor's negligence or failure to comply with the terms and conditions of the Contract Documents regarding the discovery of suspected or actual hazardous substances and the Contractor's response thereto.

Upon discovery of any unanticipated hazardous substance, whether suspected or actual, Contractor shall continue to work in the areas of the Project that are unaffected by the hazardous substances and that are reasonably believed to be safe. Contractor shall use its best efforts to minimize any delays to the Project Schedule based on the discovery of unanticipated hazardous substances.

If Owner elects to delete from the Work the area affected by the discovery of unanticipated hazardous substances, Owner shall inform the Contractor in writing of such election. If Owner and Contractor cannot agree as to entitlement to, or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of the Work.

SCHEDULE

Identify the following milestone events on the Contract Schedule: Notice to Proceed date, Substantial Completion, and Project Completion, start and completion dates for work in each occupied space, utility connections, inspections, identify all Holidays and non-working days. If the Contract Schedule is shown on more than one (1) sheet, provide a summary sheet.

Identify all Work activities in proper sequence for the completion of the Work including: major Contractor-furnished equipment, materials, and building elements and scheduled activities requiring submittals or Owner's prior approval; system test dates; scheduled overtime Work; dates Contractor requests designated spaces, storage areas, and access to facilities; dates for Contractor requests, orders and decisions from Owner on designated items; dates for Contractor requests of Owner-furnished equipment; dates for Contractor requests Owner-furnished utilities; dates for connection and relocation of existing utilities. Other requirements are found elsewhere in the documents.

Delays of any non-critical Work activity shall not be the basis for an extension of Contract Time until the delays consume the float associated with that non-critical Work activity and cause the Work activity to become critical.

If in the opinion of the Architect, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve the Contractor's progress, including but not limited to, increasing the number of shifts, overtime operations, days of work, or the amount of construction planned, and to submit for approval such supplementary schedule as may be necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the Owner.

Failure of the Contractor to comply shall be grounds for determination by the Owner that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such reasonable determination, the Owner may terminate the Contractor's right to proceed with the work, or any separable part of the work.

RECORDKEEPING

During the course of construction, progress meeting(s) will be held to discuss and resolve field problems. The Contractor shall attend and provide the following back up; two-week Schedule, percentage of completion by specification section, change order status and log, change proposal status and log, RFI status and log, submittal

status and log. The log format and information shall be acceptable to the owner. Failure to meet these Contract Requirements is cause for the Architect or Owner to assume these responsibilities and charge the reasonable time devoted to the completion of the tasks against the Contract Sum. Failure is defined as not attending and not providing updated backup as required.

Maintain approved drawings, submittals, product data, samples, logs, applicable codes and standards inspection results and related items onsite. Maintain one record copy of the approved drawings in good order and marked to identify RFI's, Instruction Bulletins, Change Orders, Field Changes and sections made during construction.

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

The Contractor shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor. The Contractor shall cooperate with the Owner and with all such other separate contractors to the end that any delay or hindrance to their work be avoided as much as possible. The Contractor agrees to schedule and perform its Work in such a manner as not to cause any unnecessary delay or hindrance to the other separate contractors and to the Owner's own forces.

The Contractor shall participate with the other separate contractors and with the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement.

OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner correct such default or neglect diligently, the Owner may after a seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. Subsequently, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses. If payments then

or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

MODIFICATION PROCEDURES

Supplemental Instructions authorizing minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time will be issued by the Architect as an Architect's Supplemental Instruction.

When the Owner desires proposed Changes in the Work that will require adjustment to the Contract Sum or Contract Time, the Architect will issue a Proposal Request including a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary. Proposal Requests issued by the Architect are for information only. Do not consider them an instruction either to stop work in progress, or to execute the proposed change. Unless otherwise indicated in the Proposal Request, within ten (10) days of receipt of the proposal request, submit to the Architect for the Owner's review an estimate of cost necessary to execute the proposed change. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.

When the Contractor feels latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a Request For Change to the Architect. Allow ten (10) days for review of the Change Proposal by the Architect. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate the request. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts. Use Contractor Standard Form.

The Change Order cost amount shall not include the Contractor's or Subcontractors indirect expense except when it is clearly demonstrated that either the nature or scope of work required was changed from that which could have been foreseen from the description of the allowance

and other information in Contract Documents. No change to the Contractor's indirect expense is permitted for selection of higher or lower priced materials or systems of the same scope and nature as originally indicated.

For Construction Directives or accepted proposal requests completed on a time and materials basis, a claim summary must be submitted to the Architect within ten (10) working days. Failure to submit within that timeline indicates the costs are incidental and covered within the base bid.

Upon the Owner's approval of a Change Order Proposal Request, the Architect will issue a Change Order for signatures of the Owner and Contractor as provided in the Conditions of the Contract. If there are any time extensions they will be enumerated at the time of completion.

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

For any adjustments to the Contract Sum which are based on other than the unit price method, the Contractor agrees to charge and accept as payment for overhead and profit, the following percentages of costs attributable to the change in the Work:

Ten percent (10%) of the estimated or actual direct costs for Work by the Contractor not involving Subcontractors;

Ten percent (10%) of the estimated or actual direct costs for Work by Subcontractors for Contractor's mark-up for overhead and profit; Subcontractors themselves are to charge a maximum of fifteen percent (15%) of their estimated or actual direct costs for mark-up for any change in the Work; and

When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, to the Contract Sum.

If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, reasonable overhead and profit. In such

case, the Contractor shall keep and present, in such a form as the Architect may prescribe, an itemized accounting, together with clearly supporting data.

In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization. Cost proposals and Force Account Cost Documentation for work completed and not presented to the Architect within twenty-eight (28) days of performance of the Work shall be considered no cost items.

Construction Change Directive (Force Account): When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal Request, the Architect may issue a Construction Change Directive, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The Construction Change Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time. Maintain detailed records on a time and material basis of work required by the Construction Change Directive. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract. Alternatively, cost shall be identified as agreed lump sum, unit prices or other mutually agreeable method. Contractor is to perform the work immediately, prices to be negotiated at a later date.

APPLICATION FOR PAYMENT

The Contractor shall update the Project Record Documents prior to application for payment.

Four copies of the payment application shall be executed by the person authorized to sign legal documents for the owner and notarized. They shall include preliminary releases and waivers for the amounts on the application and final releases and waivers on amounts previously paid.

A Certificate of Payment in whole or in part, to the extent reasonably necessary to protect the Owner may be withheld if in the Architect's opinion the request exceeds the

work in place. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

The initial application shall include: list of subcontractors; schedule of values; contractors construction schedule (preliminary if not final); submittals; list of Contractor's staff assignments; report of preconstruction meeting; certificates of insurance and insurance policies; performance and Payment Bonds;

Initial Application for Payment will not be approved until all submittals are received. A maximum of five-percent (5%) of the Contract Amount will be approved upon completion of submittals, mobilization, temporary facilities, and barricades.

The application at substantial completion shall include: occupancy permits and similar approvals; warranties (guarantees) and maintenance agreements; test/adjust/balance records; maintenance instructions; meter readings; start-up performance reports; changeover information related to Owner's occupancy, use, operation, and maintenance; final cleaning; application for reduction of retainage and consent of surety; final progress photographs; list of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion; O&M manual submitted and certifications of owner training.

Applications may include request for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, but not yet included in Change Orders. Applications may not include request for payments for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been preformed by others whom the Contractor intends to pay.

Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work.

The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

A Certificate for Payment, a progress payment, or partial or entire or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Document.

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interest or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

SUBSTANTIAL COMPLETION

When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, able to be occupied or utilized for its use, the Contractor shall prepare and submit a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

An inspection to determine whether the Work or designated portion thereof is substantially complete when the contractor's list is received will be made. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

A Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof.

unless otherwise provided in the Certificate of Substantial Completion.

The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payments of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

FINAL COMPLETION AND FINAL PAYMENT

Prior to final payment or delivery of any remaining retained percentage, Contractor shall submit to the Architect proof of releases and waivers of all liens from each Subcontractor.

The final application for payment shall include: completion of Project close-out requirements; completion of items specified for completion after Substantial Completion; transmittal of required Project construction records to Owner; removal of temporary facilities and services; removal of surplus materials, rubbish, and similar elements; change of door locks to Owner's access.

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills, for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and

waivers of liens, claims, security interest or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such a lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the owner all money that the Owner may be compelled to pay in discharging such lien, including all cost and reasonable attorneys' fees.

WARRANTY

Warrantee the entire work against defects of materials and workmanship for a period of one year, or longer when specified. Warrant all material and equipment to be new. Substitutions not approved will be considered defective work.

For all equipment, systems, and devices provide fine-tuning, seasonal adjustments, troubleshooting, and corrective actions for one year following the date of Final Acceptance. Provide maximum 24-hour response to complaints or operational problems during this period.

Contractor agrees that upon failure to reasonably respond to and act upon complaints or operational problems within the 24-hour time period, the Owner is authorized to have corrections and adjustments made and to reduce the Contract Amount held in retention by the cost of such work. Any action taken by the Owner shall not affect warranty provisions or Contractor's responsibilities in any way.

Additional specific requirements for warranties for the Work and products and installations that are specified to be warranted may be included in the individual Sections of Divisions 2 through 16.

All guarantees shall be on the form of a guarantee written on the letterhead of the subcontractor or supplier doing work and or supplying the item to be guaranteed. Every subcontractor and general contractor shall warrantee the work for 1 year or the duration listed in individual specification sections.

The following language as well as signature in ink, phone, address, license classification shall be included:

"GUARANTEE FOR [list the Specification Section] (the "Contract")between the City of Santa Rosa (Owner) and [list the Contractor or Subcontractor] ("Contractor") hereby guarantees to the Owner that the portion of work described as follows: [describe the work], which it has provided for the above referenced project, is of good quality; free from defects; free from any liens, claims, and security interests;

and has been completed in accordance with Specification Section [list section] and the other requirements of the Contract.

The undersigned further agrees that, if at anytime within [list required guarantee period] years after the date of the guarantee the undersigned receives notice from the Owner that the aforesaid portion of the work is unsatisfactory, faulty, deficient, incomplete, or not in conformance with the requirements of the Contract, the undersigned will within ten (10) calendar days after the receipt of such notice correct, repair or replace such portion of the work, together with any other parts of the work and any other property which is damaged or destroyed as a result of such defective portion of the work or the correction, repair or replacement thereof; and that it shall diligently, and continuously prosecute such correction repair or replacement to completion.

In the event the undersigned fails to commence such correction, repair or replacement within ten (10) calendar days after such notice, or to diligently or continuously prosecute the same to completion the undersigned collectively and separately, do hereby authorize the Owner to undertake such correction, repair, or replacement at the expense of the undersigned; and the Contractor will pay to the Owner promptly upon demand all costs and expenses incurred by the Owner in connection therewith."

Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract

Documents regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights, and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

GENERAL PROVISIONS

Standards: The work embraced herein shall be done in accordance with the Standard Specifications of the State of California, Department of Transportation, dated January 1992 insofar as the same may apply, which specifications are hereinafter referred to as the Standard Specifications; in accordance with the City of Santa Rosa Construction Specifications for Public Improvements, which specifications are hereinafter referred to as the City Specifications; in accordance with the City of Santa Rosa Design and Construction Standards, which Standards are hereinafter referred to as the City Standards; in accordance with the City of Santa Rosa Standard Plans, which plans are hereinafter referred to as City Standard Plans; and in accordance with the following Special Provisions.

In the event of a conflict in the contract documents, the order of precedence from highest to lowest shall be as follows:

- Contract Agreement
- Invitation for Bid (IFB), including Addendums
- Special Provisions
- General Provisions
- Contract Requirements
- Contract Specifications
- Standard Specifications, State of California Department of Transportation
- Plans, Latest Edition
- City Standard Plans, Latest Edition
- City Standards, Latest Edition
- California Building Code, California Code of Regulations Title 24, Parts 1, 2, 3, 4, 5, 6, 9 and 12

However this precedence will always default to the greater amount, higher quality, and better installation standard unless waived by the City.

Bids: Contractors are required to submit a bid on all bid items. Bid submittals which do not have all items bid will not be considered.

Discounts for prompt payment must be shown on bid; otherwise, prices will be considered net. Prompt payment discounts of less than 20 days following final acceptance of the equipment/materials by the City will not be factored into the evaluation of the bid. Unless prices and all information requested are complete, bid may be disregarded and given no consideration.

This Invitation for Bids shall result in a firm, fixed price contract.

In case of default by the contractor, the City of Santa Rosa may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the City of Santa Rosa. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be

extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

All prices and bids must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the bid.

All bids must be signed with the firms' name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

All numbers, words, and signatures in the proposal shall be written in ink.

Submission of Bids: Each bid must be submitted on the prescribed form in a sealed envelope with the bid number, closing date and time on the outside.

Information must be furnished complete in compliance with the terms, conditions, provisions and specifications of the Invitation For Bids. The information requested and the manner of submission are essential to permit prompt evaluation of all bids on a fair and uniform basis. Accordingly, the City reserves the right to declare as non-responsive, and reject any bid in which material information requested is not furnished or where indirect or incomplete answers or information is provided.

Bids and modifications or corrections thereof received after the closing time specified will not be considered.

Bids shall be for the total net price including all applicable taxes and charges.

No telegraphic, telephone or facsimile of bids will be accepted. If a photocopy is to be submitted, it must be signed in original, in ink.

If you do not bid, return this Invitation for Bids and state reason, otherwise your name may be removed from the City's mailing list.

All numbers, words and signatures in the proposal shall be written in ink.

Bid Postponement and Amendment: The City of Santa Rosa reserves the right to revise or amend the specifications up to the time set for opening of bids. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the City's bid list for this material/service, or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the City shall enable contractors to revise their bids. In any case, the bid opening shall be at least five working days after the last amendment, and the amendment shall include an announcement of the new date, if applicable, for the opening of bids.

Single Bid Response: If only one bid is received in response to the Invitations for Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

Bid Withdrawal: After the bids are opened, bids may not be withdrawn for ninety (90) calendar days. Prior to the date/time set for the bid opening, however, bids may be modified or withdrawn by the contractor's authorized representative in person, or by written telegraphic notice. If bids are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the bid. Written or telegraphic notices shall be received in the office designated on Page No. 1 of this Invitation for Bids no later than the exact date/time for the bid opening. A telegraphic modification or withdrawal received in the designated office by telephone from the receiving telegraph office no later than the date/time set for the bid opening shall be considered if such message is confirmed by a copy of the telegram.

Estimated Quantities: The quantities shown in the Invitations for Bids are an estimate only. Since the exact quantities cannot be predetermined, the City reserves the right to adjust quantities as deemed necessary to meet its requirements.

Clarifications: Bidders requiring clarification or interpretation of the contract documents must make a written request to the Senior Buyer and/or Architect. Any interpretation, correction or change of the contract documents, if such issued, will be made by addendum which will be sent as promptly as is practicable to the GC for distribution. All such addenda shall be come part of the contract documents.

Interpretations, corrections or changes of the contract documents made in any manner other than through the medium of addenda will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.

Each bidder shall ascertain prior to submitting their bid that they have received all applicable addenda issued, and shall acknowledge receipt in the bid proposal as specified in the addenda instructions. At the time of bid submission, bidder must demonstrate ability to provide and qualify for Performance and Payment Bond requirements.

Bidder Investigation: Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

Competency of Contractors: No bid will be accepted from or contract awarded to a contractor who is not licensed in accordance with the law, who does not hold a license qualifying him to perform work under this contract, to whom a bid form has not been provided and who has not successfully performed on projects of similar character and scope. The contractor may be required, before the award of any contract, to show, to the complete satisfaction of the City, that it has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory manner. Generally, contractor history and references are required at a minimum. The City may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the City all information requested for this purpose.

Bid/Proposal Guarantee: All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's or certified check, or by a bidder's bond made payable to the City of Santa Rosa and executed as surety by a corporate surety authorized and admitted to transact surety business in the State of California, for an amount equal to at least **10%** of the amount of said bid.

Contract Bonds: The successful bidder shall furnish three (3) good and sufficient bonds (three copies each), issued by a corporate surety authorized and admitted to transact a surety business in the State of California, for purposes stated below. Each of the said bonds shall be executed in a sum equal to one-half of the contract price. These bonds shall be submitted within ten (10) days after receipt of the Notice of Award.

1) **Performance Bond:** A performance bond shall be furnished to guarantee the faithful performance of the terms and conditions of the said contract by the contractor.

2) **Labor and Material Bond:** A labor and material bond (payment bond) shall be furnished in accordance with Chapter 7, Section 3247 et seq. of the California Civil Code to guarantee the City against any and all claims of subcontractors or other third parties furnishing labor, materials, or supplies for said contract.

3) **Material/Maintenance Guaranty Bond:** the contractor shall furnish a material guaranty bond (warranty bond) to serve as surety for unconditional guarantee of materials for a period of one (1) years from the date of recording the Notice of Completion. The guarantee shall cover 100% of all costs of repairs within this one (1) year period, including all costs of labor, materials, equipment, and incidentals.

Whenever surety or sureties on any such bonds, or on any bonds, required by law for the protection of the claims of laborers and materials men, become insufficient, or the City has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the contractor for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary considering the extent of work remaining to be done. Thereafter, no payment shall be made upon the contract to the contractor or any assignees of the contractor until such bond/bonds or additional surety/sureties have been furnished.

Award: The City of Santa Rosa reserves the right to accept bids on individual items listed, on group items, or on the proposal as a whole; to reject any and all bids; to waive any informality in the bids; and to accept the bid that appears to be in the best interest of the City. The City may elect to award all bid items to a single contractor.

In determining and evaluating the best bid, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant factors. Contractors shall be required to provide the information requested under Work Performance History Capability in the Required Data Section. This information will be a critical part of the bid evaluation and award. Failure to provide this information may be sufficient reason to declare the bid non-responsive. The Purchasing Agent shall be the sole judge in the determination of these matters.

Notice of contract award, if contracts are awarded, will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor, whose bid proposal complies with all the requirements in the Invitations for Bids.

Contractor shall submit to the City, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Invitations for Bids.

The contractor shall not commence work under the terms and conditions of the contract until all Certificates of Insurance have been approved by the City and he has received notice to proceed in writing and an executed copy of the contract from the City of Santa Rosa Purchasing Agent.

Execution of Contract: The contract shall be signed by the successful contractor and returned, together with three copies each of the three contract bonds and the correct insurance certificates, within 10 calendar days after the contractor has received notice that the contract has been awarded.

Failure to Execute Contract: Failure to execute a contract and file acceptable bonds and the correct insurance certificates as provided herein within ten (10) calendar days after the contractor has received notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of any proposal guaranty. If the successful contractor refuses or fails to execute the contract, the City may award the contract to the second lowest responsible contractor. If the second lowest responsible contractor refuses or fails to execute the contract, the City may award the contract to the third lowest responsible contractor. On the

refusal or failure of the second or third lowest responsible contractor, to whom any such contract is so awarded, to execute the same, such contractors' guarantees shall be likewise forfeited to the City. The work may then be re-advertised or may be constructed by day labor as the City may decide.

Payment to the Contractor: Payment will be made on a calendar-month basis in arrears. The Contractor shall submit invoices to the City Project Manager for approval and payment processing. In the event this contract becomes effective or terminates during the course of the month, the amount paid to the Contractor for the part month shall be determined by prorating the amount of work completed up to the date of contract termination.

Processing for payment on the final estimate shall not be commenced in less than 35 days after the date of recording of the Notice of Completion in the County Recorder's Office, and the contractor is put on notice that it takes approximately 10 days for a check to be issued in response to a request for payment.

Contract Administration: Except as otherwise specifically provided in this Invitations for Bids and the resulting Purchase Contract or Purchase Order, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified. Service may also be made by mail, by placing a notice, submittal or communication in an envelope with the proper first-class postage affixed thereto and addressed as indicated, and depositing said envelope in the United States mail.

Modification: This agreement shall not be modified, except in writing, by contract amendment, executed by all parties. Oral change orders are not permitted. No change in this Invitation for Bids or resulting contract shall be made unless the City of Santa Rosa gives its prior written

approval. The contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the City of Santa Rosa.

Termination of Contract: If at any time, in the opinion of the City, upon recommendation of the Purchasing Agent:

- 1) contractor fails to conform to the requirements of this contract;
- 2) contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt;
- 3) any legal proceedings are commenced against contractor which may interfere with the performance of the contract; or
- 4) contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing may be served upon him, and should he neglect or refuse to provide means for a satisfactory compliance with the contract as directed by the Purchasing Agent within the time specified in such notice the City in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any excess of the cost arising therefrom will be charged against the contractor and his sureties, who will be liable thereof. In the event of such termination, all monies due the contractor or retained under terms of the contract shall be forfeited to the City, but such forfeiture will not release the contractor or his sureties from liability for failure to fulfill the contract.

Prevailing Wage Provisions: Pursuant to Labor Code §S1770 et seq., each laborer or mechanic of contractor or any subcontractor engaged in work on the project under this contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between contractor or any subcontractor and such laborers and mechanics. A copy of the Schedule of Prevailing Wage Rates is available for review. For a copy, contact the City of Santa Rosa Purchasing Division, 630 Third Street, 2nd Floor, Santa Rosa, CA 95404.

Any laborer or mechanic employed to perform work on the project under this contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by him.

The foregoing specified prevailing wage rates are minimum rates only, and the contractor may pay any wage rate in excess of the applicable rate contained in this contract.

Pursuant to Labor Code §1775, the contractor, as a penalty to the owner, shall forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof for each worker paid less than the prevailing rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor.

NOTE: *An error on the part of an awarding body does not relieve the contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code §§1770-1775.*

Use of Apprentices: Contractor agrees to comply with Chapter 1, Part 7, Division 2, §§1777.5 et seq of the California Labor Code. These sections require contractors and subcontractors to employ apprentices in apprenticeable occupations in a ratio of not less than one apprentice for each five journeymen (unless an exception is granted in accordance with §1777.5), and the contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry, or color. Only apprentices as defined in §3077, who are in training under apprenticeship standards and who have written apprentice agreements will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeable occupations.

Source of Supply and Quality of Materials: All materials required to complete the work under the attached contract shall be furnished by the contractor. Upon approval of the contract, the contractor shall notify the Project Manager of the proposed source of supply of all materials to be used in the work and shall furnish samples of such materials as may be required by the Project Manager for testing.

Trade Names and Alternatives: Whenever any material or equipment is specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as if followed by the words "or acceptable equal", whether or not such words appear. In the event any material or equipment is specified by only one patent or proprietary name or by the name of only one manufacturer, it is for the purpose of standardization or because the Project Manager knows of no equal. The contractor may offer material or equipment with equal or better qualities of performance, operation, and maintenance in substitution for those specified which he considers would be in the Project Manager's interest to accept. No offers for substitution will be acknowledged or considered from suppliers, distributors, manufacturers, or subcontractors.

Any such offer shall be made in writing to the Project Manager for his consideration at least four weeks in advance of the time at which the contractor wishes to order the material or equipment for use in the work. The contractor shall include with his offer sufficient data, which together with any other data the Project Manager may require, will enable the Project Manager to assess the acceptability of the material or equipment. When the substitute equipment or material necessitates changes to or coordination with any other portion of the work, the data submitted shall include drawings and details showing all such changes, and the contractor shall perform these changes as a part of any acceptance of substitute material or equipment. The use of any material or equipment so offered will be permitted only after written acceptance of the contractor's offer by the Project Manager. Such acceptance by the Project Manager shall not relieve the contractor from full responsibility from the efficiency, sufficiency, and quality and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name. Between the dates of public notice of advertisement and the bid opening, the City will not, under any circumstances, review or entertain any proposals for the acceptability of equipment or materials for inclusion into the contract documents.

Patents and Royalties: All costs involved in fees, royalties, or claims for any patented invention, article, process or method that may be used upon or in any manner connected with

the work under contract or the use of the completed work by the City shall be paid by the contractor and the contractor and his sureties shall protect and hold the City together with all of its officers, agents, servants, and employees harmless against any and all demands made for such fees or claims brought or made by the holder of any invention or patent, and before the final payment is made on the account of the contract, the contractor shall, if requested by the City, furnish acceptable proof of a proper release from all such fees or claims.

Should the contractor, his agent, servants, or employees, or any of them be enjoined from furnishing or using any invention, article, material, or plans supplied or required to be supplied or used under the contract, the contractor shall promptly substitute other articles, materials, or appliances in lieu thereof of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Project Manager. Or in the event that Project Manager elects, in lieu of such substitution, to have supplied and to retain and use any such invention, article, materials, or plans as may by the contract be required to be supplied, in that event, the contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the City, its officers, agents, servants and employees, or any of them to use such invention, article, materials, or appliance without being disturbed or in any way interfered with by any proceeding in law of equity on account thereof. Should the contractor neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then in that event the Project Manager shall have the right to make such substitutions or the City may pay such royalties and secure such licenses and charge the contractor even though final payment under the contract may have been made.

OSHA Standards: Attention is directed to the current OSHA Standards. All equipment, tools and materials which are furnished and/or installed as part of this contract shall meet or exceed the aforementioned standards in order to be considered acceptable.

Assignment and Subcontracting: The contractor shall not assign or subcontract the work, or any part thereof, without the previous written consent of the City, nor shall he assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the City has been obtained. No right under this contract, not claim for money due or to become due hereunder shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the City. In case the contractor is permitted to assign monies due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the contractor upon notice from the City.

The contractor shall be fully responsible and accountable to the City for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City.

Subcontractors: The "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Section 4100-4113, inclusive) shall be considered to apply to all subcontracts in excess of one-half of one percent (.5%) of the total amount of the bid, and said act requires subcontractors, if used, to be listed in the prime contractor's bid; prohibits the substitution of subcontractors, except as therein authorized; and provides for penalties for violations of the Act.

Each contractor shall, with respect to the work of any subcontractor in excess of one-half of one percent (.5%) of the total amount of the bid, list in the Required Data Section:

1) The name and the location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (.5%) of the prime contractor's total bid.

2) The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion.

If the contractor fails to specify a subcontractor for any portion of work to be performed under the contract in excess of one-half of one percent (.5%) of the contractor's total bid, contractor agrees the contractor is fully qualified to and will perform that portion of the work.

The successful contractor shall not, without the consent of the City, and in compliance with the Public Contracts Code Sections 4100-4114, either:

1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid;

2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or

3) Sublet or subcontract any portion of the work in excess of one-half of one percent (.5%) of the total bid as to which the contractor's original bid did not designate a subcontractor.

The purchase of sand, gravel, crushed rock, batched concrete, aggregates, ready-mixed concrete, and/or any other materials produced at and furnished from established and recognized commercial plants, together with the delivery of such materials to the site of the work by means of vehicles owned and operated by such plants or by recognized commercial hauling companies, shall not be considered as subcontracting under these special provisions.

Preservation of Property: Attention is directed to Sections 7-1.11 and 7-1.12 of the Standard Specifications. All improvements consisting of fences, gates, landscaping, drainage ditches, sidewalks, irrigation systems, or other improvements which are injured, removed or destroyed by reasons of the contractor's operations shall be replaced in kind or restored to a condition as good as when the contractor entered upon the work, all at the contractor's expense. Full compensation for conforming to the provisions of this article, including removing and relocating fences, shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

Responsibility for Damage and Insurance: The contractor shall assume all responsibility for damage to property or injuries to persons caused by any equipment furnished by him under the contract or the operation thereof. The contractor shall take out and maintain during the life of the contract public liability, property damage, and Workers' Compensation insurance in the minimum amounts and coverages listed below. Such insurance shall not be construed to relieve the contractor for any liability in excess of such coverages.

Prior to commencement of Work, the Contractor, Architect, and Owner's Representative shall jointly survey the construction site and surrounding areas, making permanent notes and records of such existing damage as cracks, or defects in surrounding fence lines, curb, gutter, sidewalk or other similar damage. Contractor shall provide color digital record photographs. Deliver all records to the Owner's Representative and copy the Architect. This record shall serve as a basis for determination of subsequent damage to these structures and the adjacent areas due to the Contractor's operations. Any damage of any nature of these structures and adjacent areas not noted in the original survey, but subsequently noted, shall be reported immediately to the Owner's Representative. Failure to complete this survey indicates acceptance of damage claims due to performing the Work.

Workers' Compensation Insurance: The contractor and all subcontractors shall cover or insure under the applicable laws relating to Workers' Compensation of employer's liability insurance, all of their employees working on or about the work site, regardless of whether such coverage or insurance is mandatory or merely elective under the law, and the contractor shall defend, protect, and save harmless the City from and against all claims, suits, and actions arising from any failure of the contractor or any such subcontractor to maintain such insurance. All employee taxes and employee benefits required by law shall be the responsibility of the contractor and a current Certificate of Workers' Compensation shall be furnished upon request to the City Purchasing Agent.

Indemnify and Hold Harmless Agreement: CONTRACTOR shall indemnify, defend and hold harmless CITY and any Indemnified Parties, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), where same arises out of the performance of this Agreement by CONTRACTOR, its officers, employees, agents, and SUB-CONTRACTOR's, excepting only that resulting from the sole active negligence or intentional misconduct of CITY, its employees, officials, or agents.

Federal and State Tax: Prices bid shall not include Federal Excise Tax. California Sales Tax of eight percent (8%) will be paid on material discretely priced in accordance with the contract payment schedule. Sales Tax will not be applied to services.

Legality: If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

California Law, Venue: This Agreement shall be governed according to the laws of the State of California. Because this Agreement is to be performed in the County of Sonoma, the parties hereto agree that the forum for the adjudication of any dispute regarding the Agreement or enforcement shall be brought exclusively and solely in Sonoma County, California.

Immigration Reform Control Act of 1986: Contractor shall be responsible for compliance with the Immigration Reform Control Act of 1986.

Compliance with Laws and Regulations: All materials, parts and equipment furnished pursuant to these specifications shall be in compliance with the laws and regulations of the State of California and OSHA. The contractor shall, if requested by the City, supply certification and evidence of such compliance.

Legal Requirements and Permits: The contractor agrees to fully comply with all local, City, State and Federal laws, regulations and ordinances governing performance of contractual services required hereunder, and it will be the responsibility of the contractor to obtain any and all necessary licenses, permits and/or clearances. Any costs incurred by the contractor to obtain these licenses, permits or clearances, including the actual cost of licenses, permits or clearances are the responsibility of the contractor. ***(See Required Data Section) [NOTE: Refer to Special Provisions Section and/or Minimum Specifications for any additional terms and conditions.]***

Retention of Records: The contractor shall be required to retain any records necessary to document the charges for goods to be provided or services to be performed and make such records available to the City for inspection at the City's request for a period of four (4) years.

Independent Contractor: The parties contend that contractor in performing the services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with the City. Contractor is not to be considered an agent or employee of the City and is not entitled to participate in any pension, medical or dental plan, or any other benefit provided by the City to its employees.

Non-Collusion Affidavit: The contractor declares, by signing and submitting a 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 the contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the contractor or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the contractor has not, directly or indirectly, submitted his or her 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.

Cleaning Up: Before acceptance of the work, the contractor shall clean the work site and all grounds occupied by him in connection with the work of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition. Full compensation for cleaning up as herein specified shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

NOTE: *It is the intent of the provision described below to inform prospective contractors that the City will expect the successful contractor to use, whenever possible, recycled and/or recyclable products during the performance of the contract.*

Entire Agreement: This agreement is the entire agreement between the parties.

Proposal Contents: This proposal consists of the Invitations for Bids, Bid, Provisions, Specifications, Attachments and other terms and conditions as are attached or incorporated by reference in the schedule of the Invitations for Bids.

REQUIRED DATA FORMS

Include the following items with your Bid Submission

List of Forms

Exceptions to the Specifications

History and Capability

Required Licenses

Financial Capability

Subcontractors

Designated Contacts

REQUIRED DATA

Exceptions to the Specifications

Exceptions to the specifications of any bid items stated herein shall be fully described in writing by the contractor in the space provided below:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Please attach separate sheet if required. Submit all supporting documentation for substitutions as described in the Provisions and Project Specifications.

REQUIRED DATA**History & Capability**

Contractors shall provide the name, locations and a narrative statement on the work performed for a minimum of two (2) comparable contracts during the past five (5) years. A short resume on the general history and experience of the contractor's organization shall be provided along with a statement of financial resources indicating the ability to maintain an adequate staff, equipment capable of complete and satisfactory support and performance of the contract.

References:

<u>No.</u>		<u>Company Info</u>	<u>Work Performed</u>
1	Company Name: Contact: Address: Phone:		
2	Company Name: Contact: Address: Phone:		
3	Company Name: Contact: Address: Phone:		
4	Company Name: Contact: Address: Phone:		
5	Company Name: Contact: Address: Phone:		

Required Licenses

[illegible]

Financial Capability
(All information will remain confidential)

- Dun & Bradstreet information, if applicable
- Three (3) Financial References
- P & L statements, for a minimum of three years

[illegible]

REQUIRED DATA**Subcontractors**

A subcontractor is any entity, not a direct employee of the prime contractor, which performs any work on the project in excess of one-half of one percent (.5%) of the prime contractor's total bid. The bidder submits herewith a list of subcontractors whom he proposes to employ on the work with proper firm name and business address of each.

<u>No.</u>	<u>Trade</u>	<u>Subcontractor's Company Name, Address, Phone</u>	<u>Project Contact Name</u>	<u>Project Contact Phone</u>
1.				
2.				
3.				
4.				
5.				
6.				

No.	<u>Trade</u>	<u>Subcontractor's Company Name, Address, Phone</u>	<u>Project Contact Name</u>	<u>Project Contact Phone</u>
7.				
8.				
9.				
10.				
11.				
12.				

REQUIRED DATA**Designated Contacts**

Bidder is required to indicate in the space provided below, the designated contact individuals name and address as requested under Notification in the General Provisions Section of the Invitation For Bids.

City of Santa Rosa

Jennifer Myles
Senior Buyer
Purchasing Office
630 Third Street – 2nd Floor
Santa Rosa, CA 95404
707-543-3709 Voice
707-528-3624 Fax
jmyles@srcity.org

Project Manager

Ed Buonaccorsi
General Services Administrator
General Services Office
630 Third Street – 2nd Floor
Santa Rosa, CA 95404
707-543-3710 Voice
707-528-3624 Fax
eb Buonaccorsi@srcity.org

Project Architect

Kirk van Cleave
RRM Design Group
210 East F Street
Oakdale, CA 95361
209-847-1794 Voice
209-847-2511 Fax

Contractor**Pre-Award:**

Project Manger:

Additional Contacts:

For additional contact information provide an attachment.

CITY OF SANTA ROSA

BOND FORMS AND

CHECKLIST

FORWARD IMMEDIATELY TO YOUR BONDING COMPANY

WARNING

The City of Santa Rosa has certain bond requirements which may not comport with your surety company's standard forms. To expedite compliance, please use the attached City of Santa Rosa forms. If standard forms are used, they must meet the requirements in the checklist. Please give this packet to your surety. Failure to comply will result in possible delay or termination of the contract.

BOND REQUIREMENTS AND SAMPLE BONDS

Enclosed are forms for Performance, Maintenance and Payment Bonds. The Surety should use these forms in order to assure the bonds provided are acceptable to the City of Santa Rosa. The Contractor should make certain bonds issued are from a surety in good financial standing and qualified to do business in the State of California. The following requirements must be met:

BOND REQUIREMENTS

- _____ 1. A Performance and Maintenance Bond in a sum equal to *at least* one-half (1/2) the contract price must be provided. For exacts amounts (See also Section 4 of the Contract Documents). For any contract with a payment amount in excess of \$25,000, contractor must provide a Payment (Labor and Materials) Bond in a sum equal to the full amount (100%) of the contract price, in a form that complies with California Civil Code Section 3248.
- _____ 2. All bonds must be signed by an authorized representative of the contractor *and* the attorney-in-fact for the surety company.
- _____ 3. The bonds must be accompanied by a notarized power of attorney evidencing that the signature on the bond has been duly appointed attorney-in-fact to issue bonds on behalf of the surety company. The attorney-in-fact's signature must be notarized. The notary seal must be legible and the notary's commission must be current and valid.
- _____ 4. The bonds must bear the corporate seal of the surety company.
- _____ 5. The attorney-in-fact's signature on the bond must be notarized, the notary seal must be legible and the notary's commission must be current and valid.
- _____ 6. The Performance Bond must provide that the surety is bound unless the Principal shall well and truly perform all of the terms and conditions contracted to be performed under the contract. (Stating that the surety is bound unless the Principal performs all the work of the contract is *not* acceptable).
- _____ 7. The Maintenance Bond must provide that the bond remains in effect for one (1) year after the date of recording the Notice of Completion by owner. (Stating that the bond is in effect for one (1) year from the completion of the work is *not* acceptable).
- _____ 8. Return bonds to:

Administrative Services
City of Santa Rosa – Purchasing Office
630 Third Street – 2nd Floor
Santa Rosa, CA 95404

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas _____ of _____
_____ herinafter called the CONTRACTOR (Principal), and a corporation duly organized and existing under and by virtue of the laws of the State of _____ and authorized to transact a surety business in California, hereinafter called the SURETY, are held and firmly bound unto the CITY OF SANTA ROSA as OWNER (Obligee), in the sum of \$ _____ for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION IS SUCH THAT:

The Principal has entered into a contract dated _____, 2008 with the Obligee to do and perform the following work: _____

_____.

If the said Principal shall well and truly perform the said work, and fulfill each and every of the covenants, conditions and requirements of the said contract in accordance with the plans and specifications, then the above obligation to be void, otherwise to remain in full force and virtue.

In Witness Whereof, We have hereunto set our hands and seals this ____ day of _____ 2008.

PRINCIPAL (Signature)

SURETY

SURETY ADDRESS

SURETY PHONE NO.

By: _____
Attorney-in-Fact

Approved as to Form:

City Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas _____ of _____
_____ hereinafter called the CONTRACTOR (Principal), and _____
_____ a corporation duly organized and existing under and by virtue of the laws of the
State of _____ and authorized to transact a surety business in California,
hereinafter called the SURETY, are held and firmly bound unto the CITY OF SANTA ROSA as
OWNER (Obligee), in the sum of _____
(\$_____) for which payment well and truly to be made we bind ourselves, our
heirs, executors and administrators, successors and assigns, jointly and severally, firmly by
these presents.

THE CONDITION IS SUCH THAT:

The Principal has entered into a contract dated _____, with the
Obligee to do and perform the following work: _____

If said Contractor, his or its heirs, executors administrators, successors or assigns, or
subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or
amounts due under the Unemployment's Insurance Code with respect to work or labor
performed by any such claimant, or for any amounts required to be deducted, withheld, and paid
over to the Employment Development Department from the wages of employees of the
contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance
Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the
same in the amount not exceeding the sum specified in this bond, otherwise the above
obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a
reasonable attorney's fee to be fixed by the court.

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

In Witness Whereof, We have hereunto set our hands and seals this ____ day of _____ 2008.

PRINCIPAL (Signature)

SURETY

SURETY ADDRESS

SURETY PHONE NO.

By: _____
Attorney-in-Fact

Approved as to Form:

City Attorney

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas _____ of _____
hereinafter called the CONTRACTOR (Principal), and _____
a corporation duly organized and existing under and by virtue of the laws of the State of _____
and authorized to transact a surety business in California, hereinafter
called the SURETY, are held and firmly bound unto the CITY OF SANTA ROSA as OWNER
(Obligee), in the sum of _____
(\$_____) for which payment well and truly to be made we bind ourselves,
our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS:

The Principal has entered into a contract dated _____, with
the Obligee to do and perform the following work: _____

Under the terms of the specifications for said work Principal will furnish a bond to protect
the CITY OF SANTA ROSA against the results of faulty materials or workmanship for a period
of one year from and after the date of the notice of recording of completion.

NOW THEREFORE:

This bond shall for a period of one year from and after the date of the notice of recording
of completion replace any and all defects arising in said work whether resulting from defective

materials or defective workmanship, then the above obligation to be void; otherwise to remain in full force and effect.

In Witness Whereof, We have hereunto set our hands and seals this ____ day of

_____,

2008.

PRINCIPAL (Signature)

SURETY

SURETY ADDRESS

SURETY PHONE NO.

By: _____
Attorney-in-Fact

Approved as to Form:

City Attorney

CHECKLIST FOR BID

The following items are to be completed and submitted with the Bid:

- ☐ Completed Bid Form in a sealed envelope with IFB #08-41, plus closing date and time on the outside
- ☐ Substitutions/Exceptions to the Specifications
- ☐ History & Capability & Licenses
- ☐ Competency/Financial Capability Statement
- ☐ Subcontractors Identification
- ☐ Bidder's Bond
- ☐ Signed Addenda (if any)
- ☐ Schedule of Values (48 hours after notification by the City – three lowest Bidders only)

For information only, after Notice of Contract Award is issued, the following schedule of submissions will occur:

The City of Santa Rosa requires receipt of the following items within 10 days after Notice of Award:

- ☐ Performance Bond
- ☐ Labor & Material (Payment) Bond
- ☐ Maintenance Bond
- ☐ Certificates of Insurance

The following items will be required at the pre-construction conference:

- ☐ Submittal Schedule
- ☐ Project CPM Schedule
- ☐ Requests for Product Substitutions, resulting proposed credits to the Contract amount and supporting documentation for consideration

The following is a synopsis of Bid and Contract Award procedures. This information should be considered when establishing project schedules.

- ☐ Bid Opening
- ☐ Notice of Contract Award (within 90 days of Bid Opening)
- ☐ Contract Execution (within 10 days of Notice of Contract Award)
- ☐ Notice of Approval of Contract & Work Order (upon receipt of City's signature of Contract)
- ☐ Start Work (within 10 days after date of Notice of Approval of Contract)

SAMPLE CONTRACT AGREEMENT**LEWIS ROAD INTERIM FIRE STATION****CITY OF SANTA ROSA
CONTRACT NO. 08-xxxx**

This agreement, made and concluded this _____ day of _____, 2008, at Santa Rosa, California, between the City of Santa Rosa, herein referred to as "City" and _____ (identify type of entity) herein referred to as "Contractor."

ARTICLE I - Witnesseth, that for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the said City, and under the conditions expressed in the three bonds dated _____, 2008, and hereunto annexed, said Contractor agrees with the said City, at his/her own cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said City, necessary to construct and complete in a good, workmanlike, and substantial manner. The above described work shall be done in accordance with the City of Santa Rosa Invitation for Bid 08-XX – Lewis Road Interim Fire Station Special Provisions, General Provisions, Required Data Forms, Addendums, Exhibits, and Attachments which are hereby specially referred to and by such reference made a part hereof.

ARTICLE II - The said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the said City and for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof in the manner and according to the plans and specifications therefore, and the requirements of the Engineer under them to wit:

Total Bid Item 1 \$ _____

ARTICLE III - The City and Contractor hereby promise and agree that said Contractor shall provide the materials and do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and the City hereby agrees to pay for the same at the time, in the manner, and upon the conditions set forth; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of the covenant herein stated.

ARTICLE IV - By my signature hereunder, as 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 hereby agree to comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V - It is further expressly agreed by and between the parties hereto that the Notice to Contractors, including Special Notices, the Faithful Performance, Labor and Materials, and Guarantee Bonds, the Special Provisions, the Project Plan(s), the Contract Bid Documents, and any Amendments are all essential parts of this contract and are specially referred to and by such reference made a part hereof. In the event of any conflict in the provisions thereof, the terms of said document shall control, each over the other, in the following order:

1. This Contract
2. Addendums (if issued)
3. Invitation for Bid 08-41 – Lewis Road Interim Fire Station Containing:
 - Invitation for Bid
 - Special Provisions
 - General Provisions
 - Required Data Forms
 - Exceptions to the Project Documents
 - History and Capability, Licenses and References
 - Subcontractors Identification
 - City of Santa Rosa Bond Forms and Checklist
 - Exhibit “A” Specifications
 - Exhibit “B” Plans
4. Contractors Bid dated _____, 2008
5. Project Submittals – Schedule of Values
6. Bonds
7. Insurance

ARTICLE VI - Contractor agrees to commence work pursuant to this contract within ten (10) calendar days from the date authorized in the Notice to Proceed and to diligently prosecute the same to completion date of no later than February 13, 2009.

This instrument shall not be transferred or assigned without the prior written consent of said City.

If this agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

In witness whereof, the parties to these presents hereunto set their hands on the date first above written.

CITY OF SANTA ROSA

Attest:

Name_____
Title

By:

Name_____
Title**CONTRACTOR**

By:

Name_____
Title

By:

Name_____
Title

Approved as to Form:

City Attorney