



## **INVITATION FOR BID FOR THE CITY OF VISTA**

### **CIVIC CENTER CARPET REPLACEMENT**

<b>Public Notice Announcing IFB</b>	<b>FEBRUARY 7, 2019</b>
<b>Mandatory Site Visit</b>	<b>By Appointment</b>
<b>Final Date for Submissions of Questions</b>	<b>FEBRUARY 22, 2019</b>
<b>Bids Due &amp; Public Opening</b>	<b>FEBRUARY 28, 2019</b>
<b>Review Proposals</b>	<b>FEBRUARY 28, 2019</b>
<b>Selection and Funding Award</b>	<b>MARCH 12, 2019</b>

## CIVIC CENTER CARPET REPLACEMENT

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CIVIC CENTER CARPET REPLACEMENT IFB  
MANDATORY SITE VISIT **BY APPOINTMENT**  
BIDS DUE **FEBRUARY 28, 2019 AT 2PM**

**SECTION A**  
**NOTICE INVITING BIDS**

**CITY OF VISTA**

**CIVIC CENTER CARPET REPLACEMENT**

**NOTICE INVITING BIDS**

NOTICE IS HEREBY GIVEN that the City of Vista, Department of Public Works ("City"), is accepting sealed bids from qualified licensed contractors to replace the CIVIC CENTER CARPET located at 200 Civic Center Drive, Vista, CA, 92084.

**SCOPE OF WORK**

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required in the specifications and contract documents, for the following project(s): CIVIC CENTER CARPET REPLACEMENT.

**MANDATORY SITE VISIT**

Mandatory Site visits will be held by appointment only at the Civic Center Center, 200 Civic Center Drive, Vista, CA 92084. The purpose of the site visit is to inform prospective bidders of contract requirements and provide an opportunity to discuss the site and physical conditions of the proposed work.

**LOCATION OF WORK**

The project is located at the Civic Center Center, 200 Civic Center Drive, Vista, CA 92084.

**BIDDING PROCEDURES**

All bids and bidding procedures must comply with the "Instruction to Bidders", Section B of the Bid Documents.

**SUBMISSION OF BIDS**

Sealed bids will be received by the Office of the City Clerk, located on the second floor of the City of Vista Civic Center, 200 Civic Center Drive, Vista, CA 92084, **by 2:00 p.m. on February 28, 2019**, at which time they will be publicly opened. Bids received after this time will be returned unopened.

Note: The City complies with the American Disabilities Act. If you require reasonable accommodations for the bid opening, please contact the Office of the City Clerk, 760.639.6125, at least 48 hours prior to the bid opening.

## **BID DOCUMENTS**

Bids must be prepared on the forms provided with the BID DOCUMENTS and must be in compliance with the INSTRUCTIONS TO BIDDERS. Bidders shall not change the wording of the forms provided, except as required by Addendum. Bids shall be typewritten or written clearly in legibly ink and submitted in a sealed envelope marked "CIVIC CENTER CARPET REPLACEMENT – DO NOT OPEN WITH REGULAR MAIL".

## **COMPLETION OF WORK**

All work to be done under this contract shall be completed before **July 31, 2019**, beginning on the date stipulated in the written "Notice to Proceed" issued by the City. Work is to be scheduled on Civic Center Closed Flex Fridays and Saturdays when needed. Contractor may also make arrangements to schedule work during working hours provided it does not create any major interruptions to daily business operations.

## **BID SECURITY**

Each Bidder shall submit a form of Bid Guaranty such as a money order, a cashier's check, certified check, cash, or surety bond for the sum of ten percent (10%) of the total amount of the bid and made payable to the City of Vista as a guaranty that the Bidder, if its bid is accepted, will enter into a satisfactory contract and furnish a bond for the faithful performance thereof, and for the payment of labor and materials costs, and insurance in accordance with the requirements of the contract documents.

## **CONTRACTOR'S LICENSE**

In accordance with the provisions of the California Public Contract Code Section 3300 and 10164, the City has determined that the Contractor shall be required to possess a valid License at the time that the bid is submitted and shall maintain said license in good standing at all times during performance of the Work. Failure to possess the specified license shall render the bid as non-responsive

## **CERTIFICATION OF FAIR EMPLOYMENT**

This project requires that the successful bidder will not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex. Certification of Fair Employment is provided in Bid and Contract Documents.

## **NON-COLLUSION AFFIDAVITS**

The bidder is required to execute a Non-Collusion Affidavit in the form included in the Bid Documents. The City reserves the right to require, before awarding the contract, that the principal Contractor secure from each proposed subcontractor a Non-Collusion Affidavit in the included in the Bid Documents and submit all forms to the Agency.

If at any time it shall be found that the person, firm or corporation to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the

Contract so awarded shall be null and void, and the Contractor and the Contractor's sureties shall be liable to the City for all loss or damage which the City may suffer thereby, and the City may advertise anew for bids for such work.

### **EQUAL EMPLOYMENT OPPORTUNITY**

This project requires an Equal Employment Opportunity Certification pursuant to Executive Order 11246(3 CFR 12319-25). The implementing rules and regulations provide that any bidder or prospective bidder, or any of their proposed contractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract with the equal opportunity clause; and if so; whether it has filed all compliance reports due under applicable instructions. A copy of Executive Order 11246(3 CFR 12319-25) and a Certification of Equal Employment Opportunity is provided in Bid and Contract Documents.

### **USE OF MINORITY/WOMEN BUSINESS ENTERPRISES (MBE/WBE)**

The policy of the City of Vista is to include, to the maximum extent possible, minority and female business enterprises in projects using federal funds. In soliciting subcontractors and suppliers for this project, bidders shall be required to document efforts to solicit MBE/WBE.

### **CERTIFICATION OF NONSEGREGATED FACILITIES**

This project requires that the bidder certify that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. Certification of Nonsegregated Facilities is provided in Bid and Contract Documents.

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

This project requires that the bidder complete the Certification Requiring Debarment, Suspension, and Other Responsibility Matters.

### **CONFLICT OF INTEREST**

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

### **CONTRACTOR REGISTRATION REQUIREMENTS**

No contractor or subcontractor of any tier is qualified to bid on, be listed in a bid proposal, or engage in the performance of this contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on

or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The bid proposal must include a print out from the DIR registration website showing that the prime contractor and each subcontractor is currently registered. No bid proposals will be accepted nor any contract entered into with a prime contractor without proof of registration as required above. The prime contractor will be required to post job site notices regarding Labor Code compliance as described in 8 California Code of regulation section 1645(d).

### **SUBMISSION OF QUESTIONS**

Any questions concerning this project should be directed to Keith Gardner at [kgardner@cityofvista.com](mailto:kgardner@cityofvista.com). All questions must be submitted no later than Friday, February 22, 2019, by 5:00 p.m. A written addendum, as deemed necessary, will be made available via the City's website.

**By ORDER of the chartered City of Vista, California**

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Kathy Valdez, City Clerk

CIVIC CENTER CARPET REPLACEMENT IFB  
MANDATORY SITE VISIT **BY APPOINTMENT**  
BIDS DUE **FEBRUARY 28, 2019 AT 2PM**

## **SECTION B**

### **INSTRUCTIONS TO BIDDERS**



## **INSTRUCTIONS TO BIDDERS**

### **BID AND BID FORMS**

All bids for this project must be submitted on the forms provided in this Bid Package. Bid forms shall be completely filled out and signed by the Bidder or, if a partnership, by all partners or, if a corporation, by its President, Secretary and Treasurer, in the designated spaces.

If any bid forms are missing from the Bid Package obtained by the Bidder, whether obtained directly from the City or through other means, it shall be the Bidder's responsibility to contact the Agency and obtain all required Bid Document forms prior to submitting a bid.

#### **❖ Filling-in Forms**

All blank spaces for unit prices, extensions and totals must be filled in. The Bid shall be either typewritten or printed in ink. Signatures shall be completely and personally executed. If erasures are made, they must be initialed by the Bidder over his signature.

#### **❖ Modifications Prohibited**

Bids shall not contain any recapitulation, inserted by the Bidder, of work to be done. Alternative bids will not be considered unless specifically requested. If Alternate Bids are requested, the Contractor shall complete bid schedules for all Alternate Bids. Failure to complete all bid schedules will be considered a non-responsive bid. No oral or telephone modifications will be considered.

#### **❖ Submitting Bids**

All bids must be submitted in sealed envelopes bearing on the outside the name of the Bidder, the Bidder's business address and the name of the project for which the bid is submitted. Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened. It is the sole responsibility of the Bidder to see that his bid is received timely.

#### **❖ Bids May Be Rejected**

Bids may be rejected if there is any alteration of the bid form, additions not called for, conditional bids, qualifying provisions, incomplete entries, or irregularities of any kind. The City reserves the right to reject any or all bids.

### **ADDENDA**

Addenda will be posted to [ebidboard.com](http://ebidboard.com). Before submitting a bid, each bidder shall inform himself as to whether or not any addenda have been issued by checking [ebidboard.com](http://ebidboard.com). Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge its receipt in the Bid Form.

### **INTERPRETATION OF PLANS AND PROJECT SPECIFICATIONS**

If any person contemplating submitting a bid for the project is in doubt as to the meaning of any requirement of plans or specifications or finds any discrepancies in or omissions from the plans or specifications, may submit a written request for an interpretation or correction at least **five (5)** working days prior to the date fixed for opening of bids. Interpretations or corrections will be made by addenda to specifications or by dated revisions of plans with a copy of each addition or change being furnished, through [ebidboard.com](http://ebidboard.com).

## **COMPLETE BIDDING AND CONTRACT DOCUMENTS**

A complete set of Bid documents contains the following documents:

1. Notice Inviting Bids – Section A
2. Instruction to Bidders – Section B
3. Bidder's Proposal – Section C
4. Award and Execution of Contract – Section D
5. Technical Specifications – Section E
6. Sample Contract – Section F

## **OPENING OF BIDS**

Bid will be opened and publicly read aloud at the time and place designated in the Notice Inviting Bids. The apparent low Bidder will be announced on the basis of the total bid.

## **BID GUARANTY ENCLOSED WITH BID**

### **❖ Enclosed with Bid**

Each bid shall be presented under sealed cover and be accompanied by an approved form of Bid Guaranty such as a cashier's check, money order, certified check or cash, or surety bond in favor of the City for an amount of at least ten percent (10%) of the amount of the bid as a guaranty that the Bidder will provide bonds and insurance, and enter into a contract with the City for construction of the project. No bid shall be considered, unless such Bid Guaranty is enclosed.

### **❖ Owner to Enforce Bid Guaranty**

If the successful bidder fails or neglects to execute the Contract and furnish the required bonds, within the time stated, the money represented by said check or bidder's bonds shall become and remain the property of the City and not returned to the defaulting bidder.

### **❖ Bid Guaranty Return**

Upon execution of the Contract with the successful Bidder, the Bid Guaranties of all Bidders will be returned.

## **REJECTION OF BIDS**

The City reserves the right to reject any or all bids and to waive any apparent clerical errors or discrepancies, or minor informalities if to do so seems to best serve the interests of the City.

## **LIST OF SUBCONTRACTORS FILED WITH BID**

In accordance with the provisions of the Public Contracts Code of the State of California relating to listing of subcontractors, each Bidder must submit with his bid the name and location of place of business of each proposed Subcontractor who will perform work or labor or render service to the Bidder for the construction of the project covered by the bid, in an amount in excess of one-half of one percent (0.5%) of the Bidder's bid and shall state the portion of the work which will be done by each Subcontractor. If no subcontractor is listed for a portion of the Work, then the Contractor is required to perform that portion with his own forces.

## **WITHDRAWAL OF BIDS**

Any Bidder may withdraw a bid, without obligation or prejudice, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. No proposal may be withdrawn after the hour fixed for opening bids without rendering the accompanying certified or cashier's check or bidder's bond subject to forfeiture as liquidated damages in like manner as in the case of failure to execute the Contract after award, as hereinafter provided.

After the bids have been publicly opened, they shall not be withdrawn by the Bidders for a period of at least 90 calendar days subject to the execution stated in the paragraph below. The ninety 90 calendar day review period may be extended by the City and written approval by the Bidder.

A Bidder shall be permitted to withdraw a bid after the opening of the bids only if the Bidder established to the satisfaction of the City ALL of the following:

1. A clerical error was made by the Bidder in filling out the bid; and the error was not due to:
  - a. an error in judgment;
  - b. an error in inspecting the site of the Work, or
  - c. an error in reading the Plans and Contract Documents.
2. The clerical error made the bid materially different than the Bidder intended the bid to be.
3. The Bidder gave the Agency written notice within **five (5) Working Days** excluding Saturdays, Sundays, and State holidays, after the opening of the bids, in which said notice specifies in detail the nature of the error and how the error was made per Public Contract Code 5103(b).

## **BID PROTESTS**

Any bidder who submits a valid bid shall have the right to file a bid protest with the City. Bid protests must be submitted in writing to the Imelda Huerta, Management Analyst, City of Vista, Recreation and Community Services, 200 Civic Center Drive, Vista, CA 92084, within **five (5)** Working days after the date of the bid opening. The time limits and requirements set forth in this section are mandatory, and are the bidder's sole and exclusive remedy in the event of a bid protest, and failure to comply with these requirements shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings. If a protest is received from anyone other than a bidder, or after the specified time period, the protest shall be invalid. The protest shall conform to the following requirements:

1. The initial protest document shall contain a complete statement of the basis for the protest.
2. The protest shall refer to the specific portion, or portions, of the document that form the basis for the protest.
3. The protest shall contain the name, address, and telephone number of the person representing the protesting party.
4. The party filing the protest shall concurrently transmit a copy of the initial protest document, and any attached documentation, to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
5. The City shall issue a decision on the protest.

## **BIDDERS INTERESTED IN MORE THAN ONE BID**

No person, firm or corporation shall make, file, or be interested in, more than one (1) bid for the same work, unless alternative bids are specifically requested. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not disqualified from submitting a sub-proposal or quoting prices to other Bidders.

### **LICENSE REQUIREMENTS**

All Bidders and Subcontractors submitting bids shall be licensed in accordance with the provisions of the Business and Professions Code of the State of California pertaining to the licensing of contractors. The license shall be valid and active at the time of submitting a bid, and remain so throughout the duration of the Contract for the successful bidder and sub-bidders. Failure to possess the specified license upon award shall render the bid as non-responsive and shall act as an absolute bar to award the Contract to any bidder not possessing said license at the time of award. Any contract awarded to a contractor who was not properly licensed at the time of award or at any time during the contract period shall be void pursuant to Section 7028.15 of the Business and Professions Code. The City shall verify that a contractor is properly licensed prior to the award of the contract as part of determining the lowest responsible and responsive bidder.

### **AWARD OF CONTRACT**

After the bids are publicly opened, the City will review all bids for responsiveness, compare the bids to the Bid Packet, and investigate the responsibility and qualifications of all bidders. The contract shall be awarded within **90 calendar days** after the opening of bids, if it is in the interests of the City to do so. The City reserves the right, after opening bids, to waive any informality in any bid, to reject any or all bids, to make an award to the lowest responsive and responsible bidder as determined by the City and reject all other bids as may be in the best interest of the City. A bidder whose proposal is accepted, or to whom an award is made, will be required to execute the agreement and provide the required bonds, certificates of insurance, and endorsements within ten (10) Working days of the mailing by the bidder of the Notice of Award or the Notice of Intent to Award.

### **EXECUTION OF CONTRACT / FAILURE TO EXECUTE CONTRACT**

A bidder whose proposal is accepted, or to whom an award is made, shall execute a written Contract with the City in the form of the AGREEMENT attached hereto, furnish good and approved bonds and insurance certificates, all as required in the following paragraph and all in accordance with the provisions hereof, within ten (10) Working Days from the date of the mailing of the Notice of Award, or the Notice of Intent to Award, by the City to the bidder, according to the address given by him in his proposal.

If a bidder to whom award is made fails or refuses to enter into the Contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, the money represented by his check or bidder's bond shall become the property of the City, as provided in the provisions for "Bid Security" herein, the award will be annulled, and, at the discretion of the City, an award may be made to the bidder whose proposal is next most acceptable to the City, and such bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made. A corporation to which an award is made may be required, before the Contract is finally executed, to furnish evidence of its corporate existence, of its right to do business in California, and of the authority of the officer signing the Contract and bonds for the corporation.

## **BONDS**

The requirements for bonding is as follows:

- **For construction or facility improvement (sub)contracts exceeding \$100,000**, the following *minimum Federal requirements (24 CFR 85.36(h) or 84.48(c))* for bid guarantees, performance bonds, and payment bonds must be met. These include:
  - A **bid guarantee** from each bidder equivalent to **5 percent of the bid price**. The “bid guarantee” must be a firm commitment in the form of a bid bond, certified check, or other negotiable instrument as assurance that the bidder is prepared to execute a contract within the time specified for the bid amount.
  - A **performance bond** from the subcontractor for **100 percent of the contract price** to secure the (sub)contractor’s fulfillment of all obligations under the contract.
  - A **payment bond from the subcontractor for 100 percent of the contract price** to assure payment of all persons supplying labor and material under the contract.

The successful bidder will be required to file and pay for costs of bonds in the proper sums from a bonding company acceptable to the City. The "Labor and Materials Payment Bond" and "Faithful Performance Bond" shall be for 100 percent of the contract price (including base bid, adjustments and addenda).

## **INSURANCE CERTIFICATES AND POLICIES**

Insurance must be procured prior to the execution of a contract. The successful bidder will need to comply with the City’s insurance requirements, which is located in Appendix C– Insurance Requirements. The insurance policy must be maintained for the duration of the contract.

## **ASSIGNMENT OF CONTRACT RESTRICTED**

In accordance with Section 4552 of the Government Code, In entering into the Contract or any Subcontract for the Project, the Contractor and Subcontractor offer and agree to assign to the City all right, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the Contract or any Subcontract. This assignment shall be deemed made and effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

CIVIC CENTER CARPET REPLACEMENT IFB  
MANDATORY SITE VISIT **BY APPOINTMENT**  
BIDS DUE **FEBRUARY 28, 2019 AT 2PM**

**SECTION C**

**BID FORMS**

## BID PROPOSAL

**COMPANY NAME:** \_\_\_\_\_

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

\_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

## CIVIC CENTER CARPET REPLACEMENT

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, attended all mandatory pre-bid meetings, and having examined the site where the work is being performed, and having familiarized himself with any local conditions affecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents for the Unit Prices entered based on the Bidding Schedule included herein, said prices to only be amended or altered in accordance with the Contract Documents.

It is understood that any listed quantities of work to be done at unit prices are approximate only, and are intended to serve as a guide in evaluating bids.

It is further agreed that any quantities of work to be done at unit prices and material to be furnished may be increased or decreased as may be considered necessary, in the opinion of the City, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid Schedule, except as otherwise provided for in the Contract Documents.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

The undersigned Bidder has carefully checked the figures inserted by him and understands that they are the Bidder's sole responsibility, and the City will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal although City may check and correct mathematical accuracy in evaluation of the bids.

The undersigned Bidder certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Information for and Instructions to

Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

Attached is a certified check without endorsement and with conditions payable to the City of Vista in the sum of ten percent (10%) of the total bid drawn on a bank which is a member of Federal Reserve System or which is a member of the Federal Deposit Insurance Corporation, or a cashier's check for ten percent (10%) of the total bid or a Bid Bond written by an approved surety company for ten percent (10%) of the total bid.

The undersigned will execute the Agreement and furnish the required Performance Bond, Payment Bond, and proof of insurance coverage within the stipulated time after the mailing of a notice to him of acceptance of his bid by the Agency; and further, that this bid may not be withdrawn for a period of **ninety (90) calendar days** after the date set for the opening thereof unless otherwise required by law. If any bidder shall withdraw his bid within said period, the bidder shall be liable under the provisions of the Bid Security, or the bidder and his surety shall be liable under the Bid Bond, as the case may be.

The surety or sureties and insurance companies named in the space provided have agreed to furnish bonds, insurance, and endorsements in the form and amounts set forth in the Contract Documents in the event the contract is awarded on the basis of this proposal.

The undersigned Bidder further grants the City the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the City's needs.

Bidder agrees that the bid includes the following items which have been completed in full by the Bidder:

- a) Bid or Proposal
- b) Bid Schedule
- c) Receipt and Acknowledgment of Addendum
- d) Bid Guaranty Bond
- e) Certification of the Bidder's experience and qualifications and statement of Bidder's Qualifications
- f) List of all proposed Subcontractors
- g) Schedule of manufacturers and suppliers, major equipment and material items
- h) Certificate of Insurability
- i) Federal Requirements



CIVIC CENTER CARPET REPLACEMENT IFB  
MANDATORY SITE VISIT **BY APPOINTMENT**  
BIDS DUE **FEBRUARY 28, 2019 AT 2PM**

In compliance with the Notice Inviting Bids and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the attached **BID SCHEDULE** upon which award of the Contract is made.

DATE: \_\_\_\_\_, 20\_\_\_\_\_

BIDDER'S NAME \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR'S LICENSE #

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
EXPIRATION DATE

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
CONTRACTOR'S LICENSE CLASS

TITLE  
\_\_\_\_\_

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

I hereby certify, under penalty of perjury, that the foregoing information is true and correct.

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

**BASE BID SCHEDULE**

- 1. Please type or print legibly in spaces provided in the BID SCHEDULE.
- 2. Please do not use pencil.
- 3. Unit Prices shall be entered to two (2) decimal places only.

<b>BID SCHEDULE</b>					
<b>Bid Item</b>	<b>Description of Work</b>	<b>Estimate Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Item Total</b>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					

CIVIC CENTER CARPET REPLACEMENT IFB  
MANDATORY SITE VISIT **BY APPOINTMENT**  
BIDS DUE **FEBRUARY 28, 2019 AT 2PM**

10.					
11.					
12.					
13.					
14.					
15.					
<b>Total Base Bid In Figures</b>					

**TOTAL BASE BID AMOUNT: \$** \_\_\_\_\_

**TOTAL BASE BID AMOUNT IN WORDS:** \_\_\_\_\_

---

The undersigned has carefully checked the above figures and understands that the City, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid. In case of a discrepancy between words and figures, the figures shall prevail, and in case of a discrepancy between unit prices and totals, the unit prices shall prevail. The unit price amounts for each item shall include all indirect costs (i.e., permit fee, business license fee, mobilization, coordination, supervision, overhead and profit, etc.), incidental work (i.e. traffic control, safety devices, protection of utilities, utility investigation and "pot holes," work necessary for the protection of life and limb, etc.) and other work required by the contract but not listed above.

**RECEIPT AND ACKNOWLEDGMENT OF ADDENDUM**

**NAME OF PROJECT:** \_\_\_\_\_

**NAME OF BIDDER** \_\_\_\_\_

*Note: This document is included in the original IFB documents. If there are no applicable addendums to this IFB, place a zero (0) in the Addenda Number.*

**Form must be completed and returned with IFB**

We acknowledge that the following addenda numbers have been received and have been examined as part of the Contract Documents.

<b>Addenda Number</b>	<b>Date Received</b>	<b>Initials</b>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Bond No.: \_\_\_\_\_

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Vista ("City") has issued an invitation for bids for the work described as follows:

CIVIC CENTER CARPET REPLACEMENT

WHEREAS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*(Name, address, and telephone number of Bidder)*

the undersigned bidder ("Principal"), has submitted the accompanying bid to City for the work.

WHEREAS, bidders are required under the provisions of the Vista Municipal Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*(Name, address, and telephone number of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum not less than ten percent (10%) of the total base bid amount, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal shall not withdraw said bid within the period specified in the bidding specification, or, if no period be specified, for **ninety (90) calendar days** after the bid opening; or if the Principal does not attempt to withdraw the bid when the requirements of Public Contract Code §5101 *et seq.* are not met; or if the Principal is awarded a contract for the work by City and, within the time and in the manner required by the bidding specification, or if no period be specified, within **ten (10) working days** after the Contract is awarded, enters into the written form of contract included with bidding specification, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court.

Surety, for value received, hereby stipulates and agrees that no change, extension of time for award of a contract after opening of bids, alteration, addition, modification, or supplement to the terms of the bidding documents, the work to be performed thereunder, or the Contract Documents shall in any way affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such change, extension of time, alteration, addition, modification or

supplement to the terms of said Bidding Documents, the Work to be performed thereunder, or the Contract Documents. Surety hereby waives the provisions of California Civil Code §§ 2819, 2845, and 2849. City is an intended beneficiary of this bond and has all rights of a party thereto.

[Text and signatures continued on the following page.]

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

"Principal"

"`Surety"

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

(Seal)

(Seal)

*This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

**BID SECURITY FORM**  
(Check to accompany bid)

(Note: The following form shall be used when a check accompanies bid)

Accompanying this proposal is a Cashiers check payable to the order of the City of Vista hereinafter referred to as "City," for **CIVIC CENTER CARPET REPLACEMENT** in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), this amount being at least ten percent (10%) of the total base bid amount. The proceeds of this check shall become the property of said Agency provided this proposal shall be accepted by said Agency through action of its legally constituted contracting authorities, and the undersigned shall fail to execute a Contract and furnish the required Performance Bond, Payment Bond, and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the Agency if the undersigned shall withdraw his bid within the period of sixty (90) calendar days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the Contract to another bidder.

\_\_\_\_\_  
Contractor

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

(NOTE: If the bidder desires to use a bond instead of a check, the Bid Bond form on the following pages shall be executed. The sum of this bond shall be at least ten percent (10%) of the total base bid amount.)



**LIST OF PROPOSED SUBCONTRACTORS**

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid as follows:

**Note: Print additional pages if necessary**

Name Subcontractor	Address & Phone Number of Subcontractor	Work to be Performed	Contractor's License #	DIR #	Dollar Amount
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
<b>TOTALS</b>					\$ _____

**Note: The prime contractor is required to perform, with its own organization, contract work amounting to at least 51% of the Contract Price.**



**CERTIFICATE OF INSURABILITY**  
**CIVIC CENTER CARPET REPLACEMENT**

CONTRACTOR'S CERTIFICATE PURSUANT TO  
SECTION 1861 OF THE LABOR CODE

I am aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

\_\_\_\_\_  
Name of Contractor

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SECTION D**  
**AWARD AND EXECUTION OF CONTRACT**

## **AWARD AND EXECUTION OF CONTRACT**

Award and Execution of Contract shall be as provided for in the Project Documents, Notice Inviting Bids, or the Instructions to Bidders.

For projects with a value of \$100,000 and less, the City Manager is authorized to award the Contract and the Agency will mail a "Notice of Intent to Award" to the Contractor accepting the Bidder's proposal. Within ten (10) Working Days of the date of this mailing, the Contractor shall submit the completed "Agreement and Bonds" portion of the Contract and the insurance certificates. The City Manager will then execute the Contract for the Agency.

For projects with a value greater than \$ 100,000, the City Council will award the Contract and the Agency will mail a "Notice of Award" to the Contractor. Within ten (10) Working Days of the date of this mailing, the Contractor shall submit the completed "Agreement and Bonds" portion of the Contract and the insurance certificates. The Mayor will then execute the Contract for the Agency.

## **TIMELINE FOR SUBMISSION AND AWARD**

<b>Activity</b>	<b>Date</b>
Public Notice announcing IFB	FEBRUARY 7, 2019
Mandatory Site Visit	By Appointment Only
Final Date for Submissions of Questions	FEBRUARY 22, 2019 by 5:00 p.m.
Bid opening	FEBRUARY 28, 2019 by 2:00 p.m.
Selection and Funding Award	MARCH 12, 2019 (approx.)
Pre-construction meeting	MARCH 5, 2019 (approx.)
Begin construction	MARCH 13, 2019 (approx.)
Complete construction	<b>BEFORE JULY 1, 2019</b>
Post construction meeting	JUNE 27, 2019
<b>Note: Dates are subject to change</b>	

## SECTION E

### TECHINICAL SPECIFICATIONS

**Installation specs: All modular furniture moving/lifting is to be included in the installation quote.**

**Carpet Quantity needed:** approximately 3150 Square yards

**Carpet Quantity installed:** approximately 2850 Square yards

***NOTE: The COV will need samples meeting the specs below submitted by February 28, 2019. At which time the COV will choose a color/pattern***

#### **Carpet Specs\***

Size - 18"x18" or 24"x24" carpet tiles

Color - TBD

Dye Method - 100% solution Dyed

Backing - Open Cell Cushion, non-reactive adhesive and or backing (No existing adhesive removal allowed)

Old carpet to be disposed of by contractor = YES

TARR Rating -  $\geq 3.0$  (Heavy)

Fibers - Nylon 6,6

Density - 6000 - 7100

Radiant Panel test - Passes class 1, ASTM-E648

Smoke Density Test -  $< 450$ , ASTM - E662

Static -  $\leq 3.5$  kV, AATCC-134

**\*Carpet Specs must meet the above criteria or the like/equivalent.**

**SECTION F**  
**SAMPLE CONTRACT TO BE EXECUTED**

**CONSTRUCTION CONTRACT FOR  
CIVIC CENTER CARPET REPLACEMENT**

**THIS CONTRACT** is entered into by and between the Parties as of \_\_\_\_\_ ("**Contract Date**").

**1.0 THE "PARTIES":**

The "**City**":

**CITY OF VISTA**, a  
chartered municipal  
corporation  
200 Civic Center  
Drive  
Vista, CA 92084

Working Contact:

[namey](#)

Billing Contact:

[namez](#)

The "**Contractor**":

**NAMEX**, status

[Address](#)

[Address](#)

Contact: [namex](#)

**2.0 BASIC TERMS**

2.1 City is authorized under Chapter 3.08 the Vista Municipal Code to enter into an informally-bid contract with Contractor.

2.2 Contractor has submitted to City a proposal dated [proposaldate](#) ("**Exhibit A**").

2.3 The "**Work**" to be performed by Contractor is set forth in **Exhibit A**.

2.4 The "**Required License**" for the Work is [licensetype](#).

2.5 Contractor, a contractor holding the Required License, desires to enter into this "**Contract**" with the City for the Work.

2.6 The "**Contract Price**" for the Work is \$[xx,xxx](#) [[annually](#)].

**3.0 TIME FOR COMPLETION AND COMMENCEMENT OF SERVICES**

3.1 This Contract shall take effect as of the Contract Date.

3.2 The Work shall be completed no later than [July 1, 2019](#) ("**Contract Time**").

3.3 Time is of the essence in this Contract. "**Liquidated Damages**" for failure to complete the Contract within the Contract Time are **\$xxx per calendar day**. The Liquidated Damages compensate for the loss to City resulting from Contractor's failure to complete the



Work with the Contract Time and for the value of the operation of the Work following completion. It is expressly understood and agreed that this amount is a reasonable amount and is established in lieu of damages that are incapable of calculation at the inception hereof; and this amount is not to be considered in the nature of a penalty.

#### 4.0 EXECUTION OF ADDITIONAL DOCUMENTS

As a condition precedent to the effectiveness of this Contract, the Contractor shall execute and deliver to City the following checked document packages:

1.  Contractor's Forms
2.  Labor Law Compliance Form, Exhibit D (**This Contract requires the payment of prevailing wages.**)

#### 5.0 SCOPE

Contractor shall perform all Work including, but not limited to, the furnishing of all tools, equipment, materials, supplies and manufactured articles, and for furnishing all transportation, services, including fuel, power and water, essential communications, and the performance of all labor, work or other operations, as may be required from time to time upon the issuance of a Work Order for the fulfillment of each specific task to be performed under the Contract ("**Project**"), in strict accordance with the Contractor's proposal dated [proposal date] ("**Exhibit B**"). The Work shall be complete, and all work, material and services not expressly called for in the Proposal which may be necessary for complete and proper construction to carry out the Contract in good faith, shall be performed, furnished and installed by the Contractor at no increase in cost to the City. In the event of a conflict between the provisions of **Exhibit A** and **Exhibit B**, the provisions of **Exhibit A** shall control.

#### 6.0 COMPENSATION

6.1 City shall pay Contractor the Contract Price for the successful performance of the Work within the Contract Time.

6.2 An invoice for payment shall be submitted in a form satisfactory to the City. At a minimum, the invoice shall include: the purchase order number, the work order number, a description of the work performed, and a total amount.

6.3 Changes in, additions to, or deductions from the Work, including increases or decreases in the quantity of any item or portion of the Work, shall be set forth in a written change order executed by the City and by the Contractor which shall specify:

- 6.3.1 The changes, additions, and deductions to be made.
- 6.3.2 The increase or decrease in compensation due the Contractor, if any.
- 6.3.3 Adjustment in the time of completion, if any.

6.4 Adjustments in the compensation due the Contractor shall be determined by mutually agreeable lump-sum. If requested by the City's Representative, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing proposed lump-sum.

6.5 Payment of the undisputed final Contract amount is contingent upon the Contractor furnishing the City with a release of all claims against the City arising by virtue of the Contract related to that amount. Disputed Contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

6.6 In addition to the amount which the City may retain under the above article on progress payments, the City may withhold a sufficient amount or amounts from any payment otherwise due to the Contractor as in its judgment may be necessary to cover:

- 6.6.1 Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in or about the performance of the Work under this Contract.
- 6.6.2 Estimated or actual costs for correcting defective work not remedied.
- 6.6.3 Amounts claimed by the City as forfeiture due to delay or other offsets.
- 6.6.4 Estimated or actual costs for emergency work by City forces, which is a result of the Contractor's neglect or actions.

6.7 The City may apply such withheld amounts or amounts to the payment of such claims at its discretion. In so doing, the City shall be deemed the agent of the Contractor, and any payments so made by the City shall be considered as a payment made under the Contract by the City to the Contractor, and the City shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The City will render to the Contractor a proper account of such funds disbursed in behalf of the Contractor.

#### 6.8 Contract Ceiling Price

- 6.8.1 In no event shall City be liable for paying more than the Contract Ceiling Price [annually] for Contractor's services rendered under this Contract.
- 6.8.2 If it becomes foreseeable that Contractor will need to perform services such that the cumulative total of costs to the City will exceed the maximum permitted by this Agreement, any such cost overrun will be handled pursuant to the change order procedure in Chapter 3.08. City and Contractor recognize that the City lacks authority to exceed the cost ceiling without the express authorization of the City Council. If the maximum cost to the City for this Agreement is exceeded unexpectedly,

payment shall be made as mutually agreeable and disputes shall be handled pursuant to this Agreement, but work shall cease as soon as is reasonably feasible once the cost ceiling plus allowable change orders, if any, is exceeded.

## 7.0 CONTRACT DOCUMENTS

The Contract comprises the following documents including all additions, deletions, modifications and appendices and all addenda setting forth any modifications or interpretations of any these documents: Documents required under Section 4, Exhibits A-D, and the Standard Specifications (defined below).

## 8.0 STANDARD SPECIFICATIONS AND STANDARD PLANS

8.1 Except as otherwise provided, whenever reference is made to “**Standard Specifications**”, it shall mean:

Standard Specifications for Public Works Construction, most current edition and supplement, as last amended, with Regional Supplements, written and promulgated by Southern California Chapter, American Public Works Association, and Southern California District, Associated General Contractors of California, Joint Cooperative Committee (“**Greenbook**”) and the City of Vista Special Provisions to the Greenbook.

8.2 Except as otherwise provided, whenever reference is made to “**Standard Plans**”, it shall mean:

San Diego Area Regional Standard Drawings, and City of Vista Standard Drawings, latest edition, unless otherwise noted.

## 9.0 SUPPLEMENTARY DEFINITIONS

In addition to or in lieu of the terms and definitions specified in Section 1-2 of the Standard Specifications, wherever the following terms and definitions are used, the intent and meaning shall be as follows:

Board: The City Council of the City of Vista.

City: The City of Vista.

Drawings or Plans: All drawings, plans, maps, profiles and diagrams delineating the work on the Work.

## 10.0 ADDITIONAL DRAWINGS

When appropriate, the Contractor will be furnished sufficient sets of drawings to properly complete the Work. There will be no charge for such drawings and specifications.

## 11.0 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

11.1 Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large scale details shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship and installation procedures. Drawings and specifications are intended to be fully cooperative and to agree. The specification calling for the higher quality material or workmanship shall prevail. In the event of any discrepancy between any drawings and the figures thereon, the figures shall be taken as correct. In the event of any doubt or question arising respecting the true meaning of the specifications, reference shall be made to the City Engineer whose decision thereon shall be final.

11.2 The Standard Specifications shall apply for materials and methods of construction not specifically or otherwise shown or specified in the Project drawings and specifications.

## 12.0 CONTROL OF SERVICES

12.1 Representatives. Each Party shall appoint a representative who shall have the authority to represent and act for that Party (“**Representative**”). Any written or verbal directions or requests of the City's Representative delivered to the Contractor's Representative shall have the same force and effect as if delivered to the Contractor. The Contractor's Representative shall have the authority to sign any change order, coordinate the work of all subcontractors and make other decisions pertaining to the Contract.

12.2 Superintendence. The Contractor shall designate in writing a competent supervisor for the Work who must be personally present on the premises where the work on the Work is performed. When work is not in progress and during periods when the work is suspended, arrangements acceptable to the City's Representative shall be made for any emergency work that may be required.

12.3 Advance Notification. It shall be the Contractor's responsibility to determine and notify those agencies requiring advance notification for inspection or other purposes before beginning construction in any area of concern to that agency. A minimum of 48 hours' advance notice shall be given to the various agencies before beginning construction in the area unless specific advance times and requirements are stated in the Special Provisions or required by the agency. The names and telephone numbers for the respective agencies are listed on the drawings, in the Special Provisions, in the Work Order, or will be otherwise provided as applicable.

12.4 Inspection. The City's Representative shall at all times have access to the work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials and equipment used and employed in the work. Whenever the Contractor varies the period during which work is

carried on each day, it shall give due notice to the City's Representative so that inspection may be provided. Any work done in the absence of the City's Representative will be subject to rejection. All installations which are to be backfilled or otherwise covered shall be inspected by the City's Representative prior to backfilling or covering, and the Contractor shall give due notice in advance of backfilling or covering to the City's Representative so that inspection may be provided. The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill the Contract as prescribed. Defective work shall be made good, and unsuitable materials and equipment may be rejected notwithstanding the fact that such defective work and unsuitable materials and equipment have been previously inspected by the City's Representative or that payment therefore has been included in an estimate for payment.

12.5 Preservation of Property. The Contractor shall exercise due care to avoid injury to existing improvements or facilities, utility facilities, and adjacent property. All buildings and structures and any other improvements or facilities within or adjacent to the work shall be protected from injury or damage, and the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the work or as good as required by the drawings and specifications if any such objects are a part of the work being performed.

12.6 Emergency. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at its discretion to prevent such threatened loss or injury, and it shall so act as though instructed to do so by the City.

### **13.0 EXISTING UTILITIES AND IMPROVEMENTS**

13.1 If the Contractor while performing the Contract discovers utility facilities not identified by the City in the Contract drawings or specifications, it shall immediately notify the City in writing.

13.2 The fact that existing utilities and improvements, either above or below the ground surface, are not shown in any drawings shall not relieve the Contractor of liability for complete and careful protection of said improvements from damage as specified herein.

13.3 All repairs to damaged utilities and improvements shall be inspected and approved by an authorized representative of the City before being concealed by backfill or other work.

### **14.0 UTILITY SERVICE INTERRUPTION**

In all cases of alteration or relocation of service connections, the Contractor shall notify the City a minimum of four hours prior to said alteration or relocation, and service connection shall be returned to service in an amount of time not to exceed four hours.

## **15.0 MAINTENANCE AND GUARANTY**

15.1 The Contractor hereby guarantees that all work performed by it under the Contract will fully meet all requirements of the Contract as to quality of workmanship and materials furnished by it. The Contractor hereby agrees to make at its own expense any repairs or replacements made necessary by defects in materials or workmanship supplied by it that become evident within one year after the date of final payment, and to restore to full compliance, with the requirements of these specifications part of the Work which during the one-year period is found to be deficient with respect to any provisions of the specifications.

15.2 The Contractor shall make all repairs and replacements promptly upon the receipt of written order from the City. If the Contractor fails to make such repairs and replacements promptly, the City may do the work and the Contractor and its surety shall be liable to the City for the cost thereof.

## **16.0 INDEMNIFICATION & WAIVER OF SUBROGATION**

16.1 Contractor shall defend, indemnify and hold City and its officers, officials, employees, and volunteers (“**Indemnitees**”) harmless against any and all liability, loss, damage, fine, penalty, expense, claim or cost (including without limitation costs and fees of litigation) of every nature (collectively, “**Liability**”) arising out of or in connection with this Agreement or its performance except: (1) Liability caused by City's sole negligence or willful misconduct; or (2) for Liability caused by City's active negligence, in which case the indemnity received by City shall be reduced by the amount: (i) that City's active negligence contributed to the Liability on a comparative basis; or (ii) such other amount as may be required by law (“**Duty of Indemnification**”). This Duty of Indemnification is effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

16.2 Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

## **17.0 INSURANCE AND BONDS**

Contractor shall comply with the insurance and bond provisions set forth in Exhibit C.

## **18.0 SAFETY**

18.1 In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the Work, and the Contractor shall fully comply with all OSHA, State and Federal laws, rules, regulations and orders relating to safety of the public and workers.

18.2 It is the Contractor's responsibility to acquaint itself with and abide by these regulations during all phases of construction. The City will not be responsible for ensuring the

Contractor's compliance with these regulations. The Contractor's duty of indemnification shall apply to any Liability caused by its failure to abide by these regulations.

18.3 The Contractor shall include any and all costs associated with compliance with these safety requirements in the appropriate bid items of Work to be performed.

## **19.0 PERMITS (CITY AND OTHER AGENCIES)**

19.1 After execution of the Contract and prior to beginning work, the Contractor and all subcontractors shall execute a no fee construction permit at the City. A permit will be issued by the Engineering Inspector assigned to the Project for the Contractor and all subcontractors.

19.2 The permittees shall **first** submit the following documents to the City's Representative or its designee with proof that the policies/licenses are current:

19.2.1 **Contractor's License** of appropriate classification.

19.2.2 **City Business License.** A fee will be charged for any new Business Licenses.

19.2.3 **General Liability Insurance Certificate** as required by Exhibit C.

19.2.4 **Worker's Compensation Insurance Certificate** as required by Exhibit C.

19.3 If any subcontractor does not have the amount of liability insurance required in these specifications, the Contractor must produce evidence satisfactory to the City's Risk Manager that the subcontractor's work is covered by the Contractor's liability insurance policy.

19.4 Agency permits, other than those issued by the City, will generally not be required unless specifically noted. If for some unknown reason the Contractor is required to obtain a permit, the City will compensate the Contractor for its actual cost plus a 10% markup.

## **20.0 SERVICE OF NOTICE**

20.1 Any notice, which either Party may desire to give to the other Party, must be in writing and may be given by personal delivery to the Party's Representative or by overnight courier service to the Party's address set forth in Section 1.0. Notice may also be given by mailing it by registered or certified mail, return receipt requested, to the other Party at the address set forth in Section 1.0. Any notice given by mail will be deemed given 48 hours after such notice is deposited in the United States mail, addressed as provided with postage fully prepaid.

20.2 A Party may change its address by giving notice as provided above, and the changed address shall thereafter be deemed to be the address set forth in Section 1.0.

## **21.0 PUBLIC WORKS CONTRACTS: ASSIGNMENT TO AWARDING BODY**

In accordance with Section 4551 of the Government Code, the Contractor and subcontractors shall conform to the following

requirements. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or arising from purchases of goods, services or materials pursuant to the public works contract of the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the Parties.

## **22.0 RESOLUTION OF CONTRACT CLAIMS**

The provisions of Article 1.5, Chapter 1, Part 3 of Division 2, of the Public Contract Code apply to this Contract. These provisions set forth a procedure for the resolution of disputed construction claims arising from this Contract. These provisions establish procedures for submitting claims and set minimum time limits for responding to such claims. Following a response, if a claim remains in dispute, a meet and confer conference between the claimant and the local agency may be demanded by the claimant. If the dispute remains unresolved following the meet and confer conference, and the claimant proceeds to file a civil action seeking to obtain enforcement and judgment on the claim, the dispute may be submitted to non-binding mediation and, if it remains unresolved, to judicial arbitration.

## **23.0 SPECIAL PROVISIONS**

This Contract is subject to, and Contractor shall comply with, the special provisions referenced in Exhibit E, if any.

## **24.0 EXHIBITS**

All documents referenced as exhibits in this Contract, or referenced in an exhibit to this Contract, are incorporated herein.

## **25.0 APPLICABLE LAW, VENUE**

This Contract shall be construed and enforced under the laws of the State of California. If any action is commenced by any Party to this Agreement, such action shall be filed in a court of competent jurisdiction within the County of San Diego, California.



**26.0 MODIFICATIONS**

This Contract contains the entire agreement, between the Parties and supersedes all prior negotiations, discussions, obligations and rights of the Parties in respect of each other regarding the subject matter of this Contract. There is no other written or oral understanding between the Parties. No modification, amendment or alteration of this Contract shall be valid unless it is in writing and signed by all Parties.

**27.0 EXECUTION**

**IN WITNESS WHEREOF;** the Parties hereto have executed this Contract as of the Contract Date.

"City"

"Contractor"

**CITY OF VISTA**, a chartered municipal corporation

**NAME, status**

By: \_\_\_\_\_  
PATRICK JOHNSON, CITY MANAGER

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

ATTEST:  
KATHY VALDEZ, CITY CLERK

\_\_\_\_\_  
Name/Title

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

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

APPROVED AS TO FORM:  
DAROLD PIEPER, CITY ATTORNEY

\_\_\_\_\_  
Name/Title

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

RISK MANAGEMENT REVIEW:  
DOLORES GASCON, RISK MANAGER

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

**EXHIBIT A**  
**CONTRACTOR'S PROPOSAL**

**EXHIBIT B**  
**NOT APPLICABLE TO THIS CONTRACT**

**EXHIBIT C**  
**INSURANCE AND BONDING REQUIREMENTS**

Contractor shall procure and maintain for the duration of the Contract, [and for x years thereafter,] insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability ("CGL"):** Insurance Work Office Form CG 00 01 covering CGL on an "occurrence" basis, including products, completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Work Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds** as described below.

Contractor shall also provide the additional coverages checked below and at least as broad as:

5.  **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if Project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6.  **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form,

with limits equal to the completed value of the Project and no coinsurance penalty provisions.

7.  **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used), unless otherwise approved in advance by City.
2. For any claims related to this Project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers

shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

***Builder's Risk (Course of Construction) Insurance***

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear.

If the Project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such Projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

***Claims Made Policies***

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the Contract or the beginning of Contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of Contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of Contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

***Waiver of Subrogation***

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

***Verification of Coverage***

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

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

***Surety Bonds***

Contractor shall provide the following Surety Bonds if checked:

1.  Bid Bond.
2.  Payment Bond and Performance Bond.
3.  Maintenance Bond.

The Payment Bond and the Performance Bond shall be in an amount equal to the Contract Ceiling Price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the Contract is for longer than one year a Maintenance Bond equal to 10% of the Contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

***Special Risks or Circumstances***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.



**EXHIBIT D**  
**AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

[Labor Code §§ 1720, 1771.1, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]

The undersigned Contractor certifies that it is aware of and hereby agrees to fully comply with the following provisions of California law:

1. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor of any tier may be awarded a contract for public work on a public works project without proof of registration with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

2. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all the provisions thereof as though set forth in full herein.

3. Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

4. Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.

5. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

6. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

7. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

8. Registrations under Section 1725.5 expire annually at the end of June, and Contractor is responsible for verifying the renewal status of each

subcontractor, of any tier, working on this Contract, and providing City with an updated list of all subcontractors and their registration status. Subcontractors who do not timely renew their registration must be removed from the job site until they are registered. The removal of a subcontractor for failure to be registered shall not be cause for any extension of time or additional compensation of any nature under the Contract.

9. Contractor shall provide to City, as a condition precedent to the payment of Contractor's final retention, a complete list of all subcontractors who have worked on the Project, including their registration numbers. This list must be provided at least 30days prior to the payment of the final retention and shall be submitted under penalty of perjury.

10. To the fullest extent permitted by law and without limitation by the other provisions of this Contract relating to indemnification and insurance, Contractor shall also indemnify, defend and hold harmless City, and its directors, officers, employees and agents from and against all liability, excluding penalties assessed against City under Labor Code Section 1773.3, but including, without limitation, associated investigation and administrative expenses, defense costs, reasonable attorneys' fees, expert witness fees, court costs, and costs of alternative dispute resolution, resulting from Contractor's failure to comply with the provisions of this section and of Article 2, Chapter 1, Part 7, Division 2 of the California Labor Code with respect to Contractor, all subcontractors of any tier, and their respective employees working under this Contract.

11. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name/Title \_\_\_\_\_ Company: \_\_\_\_\_

**EXHIBIT E**  
**SPECIAL PROVISIONS**

This Contract is subject to the following provisions, if checked:

1.  State of California grant conditions, as attached.
2.  Federal grant conditions, as attached.
3.  Other conditions, as attached.