

CITY OF CONCORD, CALIFORNIA

December 13, 2011

REQUEST FOR BID #2239

“SLEEP TRAIN PAVILION FIRE SPRINKLER SYSTEM REPAIR”

INSTRUCTIONS

1. **General:** The City of Concord is seeking bids for the following: Furnish all necessary tools and equipment, materials, labor, and supervision (including cost of insurance and all payroll taxes on such labor) **for Sleep Train Pavilion Fire Sprinkler System Repair as specified herein.** Price quoted shall be F.O.B. Destination Jobsite. Jobsite is 2000 Kirker Pass Road, Concord, California. No charge shall be allowed for your preparing a response to this Request for Bid. The City of Concord reserves the right to waive any defects in the proposals submitted. Location map and site location plan are attached to this solicitation.

The City reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalance or conditional Bids, re-bid, and to reject the Bid of any Bidder if City believes that it would not be in the best interest of the City to make an award to that bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard criteria established by City. City also reserves the right to waive informalities, inconsequential deviations or minor irregularities not involving price, time or changes in the work, to the fullest extent permitted by law.

2. **Schedule of Events:** The solicitation process is anticipated to be as follows:

December 13, 2011:	City issues RFB solicitation document
December 19, 2011:	Pre-bid conference and site review
January 10, 2012:	Bid submittals due
To be Determined:	Council Award

The City may change these dates as necessary.

3. **Pre-Bid Conference:** A non-mandatory meeting and site review will begin Monday, December 19, 2011 at 10:00 a.m. Interested potential bidders are invited to attend. The meeting will begin at the main entrance gate of the Sleep Train Pavilion located at 2000 Kirker Pass Road, Concord, CA 94521.

4. **Subcontractors:** Submittal shall include a list of all subcontractors that bidder contemplates using for approval by the City. Once approved, the list shall not be changed without prior written permission by the City of Concord.

5. **Examination of Specifications:** Before submitting a bid, each bidder shall be held responsible for having examined the bid document and be fully informed of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the bidder’s own risk and relief on a plea of error cannot be secured.

6. **Questions, Interpretations, or Corrections of Bid Document:** Bidder shall notify the Purchasing Agent promptly of any error, omission, or inconsistency that may be discovered during the examination of the solicitation. Contact Project Manager Alton Baxley at 925-671-3025 for technical questions. For questions regarding this solicitation, contact Anita Bell-Karno, Purchasing Agent at 925-671-3219.

All clarifications, corrections, or changes to the solicitation document will be made by Addendum only. Bidder shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at any pre-bid conference. Interpretations, corrections, and changes shall not be binding unless made by addendum. All addenda issued shall become part of the solicitation and any agreement documents. Any addendum issued will be sent to all known solicitation holders by facsimile or US mail. It is the bidder's sole responsibility to ascertain that it has received all addenda issued for this solicitation. All addenda must be acknowledged and returned on or before the submittal deadline, unless otherwise directed by an addendum.

Please note that the City of Concord does not use any bidding service. It is the potential bidder's responsibility to contact the City of Concord Purchasing Office if a solicitation document was obtained through a bidding service. If wholly electronically available, solicitation documents and any addenda are posted on the City's website, www.cityofconcord.org/business/purchasing. Otherwise, the document(s) posted on the website will provide direction on how to obtain solicitation and/or addenda documents.

Note: The phone number of the Finance Office is 925-671-3178. Finance Department office hours are 8:00 to 5:00 p.m., Monday through Friday, excluding City furlough and holidays. Due to budget constraints the hours of the Finance Department front counter is 9:00 a.m. to Noon, and 1:00 p.m. to 4:00 p.m., Monday through Friday, excluding City furlough and holidays. The remaining furlough days for this fiscal year are: December 23 and December 27-30, 2011; March 9, 2012; and April 6, 2012. The remaining holidays for this fiscal year are: December 26, 2011; January 2, 2012; January 16, 2012; February 13, 2012; February 20, 2012; and May 28, 2012.

7. Prices, Notations, and Mistakes: All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent and initialed in ink by the person who signs the bid. Prices shall be stated in units and bids made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern. The total amount of the bid will be the sum of the total prices of all items in the submittal schedule. The total price of the unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

8. Exceptions to the Specifications: No exceptions are allowed.

9. Terms of the Offer: City of Concord's acceptance of bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the City of Concord. *Bids offering terms other than those shown herein may be declared non-responsive and may not be considered.*

10. Agency Compliance/License: All equipment and materials shall comply with all federal, state, county, and local safety rules and regulations, including OSHA. All transactions related to this Request for Bid and any order resulting from it shall be governed by the laws of the State of California.

11. Bid Security: All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's or certified check, or a bidder's bond executed by a corporate surety insurer listed by the State of California, Department of Insurance as being certificated to transact Surety insurance in the State of California. If a bid bond is submitted and the insurer is not certificated as required above, the bid will be deemed non-responsive, and will be disregarded. The bidder's guaranty shall be in an amount equal to at least **10% of the amount bid (Grand Total)**, and made payable to the City of Concord. All signatures on the bonds shall be notarized.

12. Bonds: Successful bidder shall furnish a Faithful Performance Bond and a Labor and Materials Bond, each in

a sum not less than 100% of the total price. Bonds are to be issued by a Corporate Surety of Sureties acceptable to the City of Concord and listed by the State of California, Department of Insurance as being certificated to transact insurance in the State of California. The insurer must maintain the Certificate of Authority during the entire contract period. If the Certificate is withdrawn, work will be stopped until such time as the contractor furnishes new bonds from a certificated surety. The successful bidder agrees that failure to execute a contract and file acceptable Labor and Materials bonds as provided herein, within ten (10) calendar days after receipt of the contract, shall be just cause for annulment of the award and the forfeiture of the bidder's security.

13. Award: The contract, if awarded, shall be awarded in accordance with State of California Public Contract Code, and in a timely manner. **Upon written notification of award, the successful bidder must provide insurance certificates, bonds, City of Concord business license, and three copies of a signed contract within ten (10) City of Concord working days.** Failure to provide the required documents within the time allowed may result in withdrawal of award.

14. Insurance: Successful bidder must comply with the City of Concord Insurance Requirements included in this solicitation document. Contract will be required to provide Certificates of Insurance with separate endorsements naming the City of Concord, its officers, officials, agents, employees, and volunteers as additional insured and to maintain such insurance for the entire length of the Contract.

Types of insurance required:

1. Workers' Compensation
2. General Public Liability and Property Damage
3. Automobile and Property Damage

All insurers **MUST** be listed by the State of California, Department of Insurance as being certificated to transact Surety insurance in the State of California. The insurer must maintain the Certificate of Authority during the entire contract period. If the Certificate is withdrawn during the project, work will be stopped until such time as the contractor furnishes new insurance from a Certified insurer.

15. Business License: The successful bidder will be required to obtain a City of Concord business license and keep it current during the period of performance on the contract resulting from this solicitation. Questions regarding business licenses may be addressed to Mike Snow, Finance Department, 925-671-3306.

16. Payment Terms: Upon acceptance of the completed work, the City of Concord, upon receipt of an invoice, shall make a payment equal to ninety percent (90%) of the value of the total value of the total contract. Final payment of the balance (10%) shall be due within approximately forty-five (45) days, after acceptance by the Concord City Council. Progress payments may be made for actual work completed in accordance with Specifications/Special Provisions. However, each progress payment shall be subject to the ten percent (10%) retention.

17. Bid Forms: Bid must be submitted on the forms (Submittal Section) supplied in this document. It is requested that the submittal include **two (2) complete copies**. Each copy must be labeled as "copy". All documents contained in the original bid submittal must have the original signature and must be signed by a person who is authorized to bind the bidding firm. The two additional sets (copies) may contain photocopies of the original package.

Please note that upon the opening of the submittals, all documents submitted in response to this solicitation document will become the property of the City of Concord, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. All proprietary information, as defined by the California Public Records Act, must be enclosed in a separate folder or envelope and marked trade secret and submitted with the rest of the proposal. The City will not recognize

submittals where all the information in the proposal is submitted as propriety information or a trade secret.

18. Modifications and Withdrawal: Bids may not be modified after submittal. Bidders may withdraw bids at any time before the bid opening, provided that a request in writing, executed by the bidder or its duly-authorized representative for the withdrawal of such bid, is file with the City prior to the time fixed for the opening of bids. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.

19. Bid Protest: Any protest of the proposed award of Bid to the bidder deemed the lowest responsible bidder must be submitted in writing to the City no later than 5:00 p.m. of the fifth (5) business day following the date of the Bid opening.

1. The initial protest must contain a complete statement of the basis of the protest.
2. The protest must state the facts and refer to the specific portion of the document or the specific statute that form the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
3. The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsible bidder.
4. The party filing the protest must have actually submitted a Bid on the Project. A subcontractor of a party filing a Bid on this Project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another Bidder, but must timely pursue its own protest.
5. The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy In The Event Of Bid Protest. The Bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further to pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contracts Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
6. The City shall review all timely protests prior to formal award of the Bid. The City shall not be required to hold an administrative hearing to consider timely protest, but may do so at the option of the City Manager. At the time of the City Council's consideration of the award of the bid, the City Council shall also consider the merits of any timely protest. The City Council may either accept the protest or award the bid to the next lowest responsible bidder or reject the protest and award to the lowest responsible bidder.
7. These bid protest procedures shall not limit the City Council's ability to reject all bids

20. Submittal Deadline: Bids must be submitted on the form and in the format provided. Submittals are opened publicly at the office of the City Clerk, 1950 Parkside Drive-M/S 03, Concord, California 94519. Interested parties are invited to attend. A tabulation of submittals will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request. Request must be made to the Purchasing Office at 925-671-3219 (phone) or 925-676-2290 (fax). Results will also be posted on the City's website, www.cityofconcord.org/business/purchasing.

Bid submittals will be received until **TUESDAY, JANUARY 10, 2012, 11:00 A.M.**, as determined by www.time.gov. Late submittals will not be accepted and returned to the bidder unopened. Telephone, telegraphic, electronic, faxed, and late bids will not be accepted. It is the bidder's responsibility to see that their bids have sufficient time to be received by the City Clerk's Office before the submittal deadline. Bids are to be submitted in a sealed envelope to: City of Concord, Office of the City Clerk, 1950 Parkside Drive, M/S 03, Concord, California 94519. Bidder assumes the burden of delivery. Submittals are to be submitted in a sealed envelope clearly marked:

**“REQUEST FOR BID # 2239
SLEEP TRAIN PAVILION FIRE SPRINKLER SYSTEM REPAIR”
SUBMITTAL DEADLINE: TUESDAY, JANUARY 10, 2012, 11:00 A.M.”**

GENERAL AND WORK CONDITIONS

The following conditions prevail:

1. **Compensation:** The Contractor agrees to receive and accept the prices shown as full compensation for furnishing all the materials and for doing all the work contemplated and embraced in the contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by the City, and for all risks of every description connected with the work; also 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 according to the requirements of the City's inspection.
2. **Indemnification:** The Contractor shall indemnify, defend and hold harmless City against and from any and all claims or suits for damages or injury arising from Contractor's performance of this agreement or from any activity, work, or thing done, permitted or suffered by Contractor in conjunction with the performance of this contract, and shall further indemnify, defend and hold harmless City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Contractor hereunder, and against and from all costs, attorney's fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.
3. **Laws to be Observed:** The Contractor shall keep fully informed of and shall comply with all existing and future State and National laws and all municipal ordinances and regulations of the City of Concord which in any manner affect those engaged, or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
4. **Contractor's Licensing Laws:** Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All bidders and Contractors shall be licensed in accordance with the laws of the State of California and any bidder or Contractor not so licensed is subject to the penalties imposed by such laws.
5. **Permits or Licenses:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. No fees will be charged for City Encroachment Permit and City Building Permits.
6. **Hours of Work:** Eight hours labor constitutes a legal day's work. The Contract shall forfeit, as a penalty to the City of Concord, \$25 for each worker employed in the execution of the contract by the Contractor or any Subcontractor under him/her for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the Provisions of the California Labor Law.
7. **Prevailing Wages:** Pursuant to Section 1773.2 of the Labor Code, there is on file with the Purchasing Agent of the City of Concord a copy of the prevailing rate of per diem wages to be paid by Contractor.
8. **Excused for Non-Performance:** Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the City of Concord's case when and to the extent that its needs for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire, explosion, war, riots, strikes, labor disputes, or governmental laws, orders or regulations.

9. **Default:** If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceeding or make an assignment for the benefit of creditors, the City of Concord shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon the City of Concord shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to the City of Concord for all costs incurred by the City of Concord in completing or procuring the completion of performance in excess of the contract price herein specified. The City of Concord's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing. Time is of the essence hereof.
10. **Taxes:** Unless otherwise provided herein or required by law, Contractor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with the performance of this contract; and Contractor shall indemnify and hold harmless the City of Concord from any liability and expense by reason of Contractor's failure to pay such taxes or contributions.
11. **Independent Contractor:** The Contractor is an independent contractor retained by the City to perform the work described here. All personnel employed by the Contractor, including Subcontractors and personnel of said Subcontractors approved by the City, are not and shall not be deemed to be employees of the City. The Contractor and approved Subcontractors shall comply with all State and Federal laws pertaining to employment and compensation of their employees or agents, including the provision of Workers' Compensation. The City shall not, under any circumstances, be liable to Contractor for any person or persons acting for him/her for any death, injury, or property destruction or damage received or claimed relating to or stemming from the activities undertaken pursuant to this agreement.
12. **Safety:** All equipment and materials shall comply with all Federal, State and local safety rules and regulation including OSHA.
13. **Assignment:** The City is entering into this agreement in consideration of the rendition of the services required herein by Contractor. Contractor shall not assign any of the duties, responsibilities, or obligations of this agreement to any other firm, company, entity, or individual, except with the express written consent of City. Nothing set forth in this paragraph shall preclude Contractor from assigning any of the money due and owing to it from City.

CITY OF CONCORD INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. Insurance - General

All insurance policies shall bear an endorsement, or shall have attached a rider, whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

At the time of execution of the contract, the Contractor shall, at the Contractor's own expense, procure and maintain in full force and effect at all times during the prosecution of the work and for the duration of the warranty period specified in Section SP 2-03 of these Special Provisions, Worker's Compensation Insurance, Commercial General Liability Insurance and Course of Construction Insurance, as follows:

A policy covering the full liability of the contract, to any and all persons employed by him/her directly or

indirectly in or upon said work, or their dependents, in accordance with the provisions of the Labor Code of the State of California relating to Worker's Compensation and Insurance.

A policy for "all risk" construction in an amount sufficient to cover all work performed in accordance with the Contract Documents.

A policy of commercial liability insurance naming the City of Concord, the City Council, its servants, agents, and employees, as additional insured, against all loss from liability, contingent or otherwise, for injury to, or death of, any person or persons or damage to real or personal property, arising in or by reason of, or in connection with, the performance of the work herein contemplated and agreeing to defend against all claims, demands, actions, or legal proceedings made or brought by any person by reason of any such injury, death, or damage and to pay all judgments, interests, costs, legal and other expenses arising out of or in connection therewith. One insurance policy shall cover all risks on the work.

Coverage shall not extend to any indemnity coverage for the active negligence of the additionally insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.

The policy mentioned in this section shall be issued by an insurance carrier satisfactory to said City and shall be delivered to the City at the time of delivery of such contract. In lieu of actual delivery of such policies, certificate(s) issued by the insurance carrier showing such policies to be in force for the period covered by the contract may be delivered to the City. Such policies and such certificate(s) shall be of a form approved by the City Attorney of said City. Should any policy be canceled before final completion of the work herein contemplated and the Contractor shall fail to immediately procure other insurance as herein required, then the City may procure such insurance and the cost of such insurance shall be deducted from any monies due the Contractor.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against the City, its City Council, officers, employees or agents (excluding agents who are design professionals).

B. Automobile and Liability Insurance

The Contractor shall furnish the City a policy or certificate of liability insurance in which the City, its officers, and agents, are named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the City, its officers, and agents, shall be named as an additional insured covering all operations of the Contractor, whether liability is attributable to the Contractor or the City.

The Contractor shall file with the City a satisfactory "blanket coverage" policy of insurance. The policy shall insure the City, its officers, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the work. The policy shall provide the following minimum limits:

Bodily Injury & Property Damage \$2,000,000 CSL

In those situations where the City, its officers, and agents, are named additional insured with the Contractor, the insurance coverage provided by the Contractor, in accordance with these Specifications, shall be the primary coverage and no other coverage available to City shall be called upon to respond until the limits provided by the Contractor have been exhausted. Contractor shall provide City with evidence of its inclusion in Contractor's insurance, as required by the Specifications, by providing to City a Certificate of Additional Insured Endorsement (ISO Form CG 20 10 11 85).

Except as provided for in Section 7-1.12 of the Standard Specifications, the Contractor shall save, keep, and hold harmless the City, its officers, and agents, from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be occasioned by any willful or negligent act or omission of the Contractor, any of the Contractor's employees, or any subcontractor. The City will not be liable for any accident, loss, or damage to the work prior to its completion and acceptance, except as provided for in Section 7-1.12 of the Standard Specifications.

C. Worker's Compensation Insurance.

The Contractor's attention is directed to the certification required for Worker's Compensation under the provisions in Section 3700 of the Labor Code.

Before execution of the contract by the City Council, the Contractor shall file with the Engineer the following signed certification:

"I am aware of the provisions of Section 3700 of the Labor Code which required 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."

The form attached in the bid documents shall be executed by the Contractor and submitted with the bid.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining full force and effect for the duration of the contract, complete Worker's Compensation Insurance, and shall furnish a Certificate of Insurance to the Engineer before execution of the contract. The City, its officers or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

All compensation insurance policies shall bear an endorsement, or shall have attached a rider, whereby it is provided that, in the event of expiration of proposed cancellation of such policies for any reason, whatsoever, the City shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

D. Qualifications of Insurer's

All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M. Best's rating of not less than "A:VII."

NOTE: 1. An additional insured endorsement bearing the designation CG D2 52 01 03 or endorsements containing language similar to that contained in said endorsement is not acceptable by the City and will be rejected.

2. The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by the City will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010 as published by the Insurance Services Office (ISO)."

3. The Contractor's insurance is primary. Any City insurance is to be considered excess.

SAMPLE CONTRACT

THIS CONTRACT, made and entered into this ___ day of ___, 20___, between the CITY OF CONCORD, a general law city in Contra Costa County, California, hereinafter called "City", and _____ hereinafter called "Contractor", for _____, Project No. _____

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the two bonds attached hereto, the Contractor agrees with the City, at his own cost and expense, to do all the work and furnish all the materials, except such as may be furnished by the City, as set forth in the Specifications, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the City the following work: remove existing fence and install new fence as specified and such other items or details that are required by the plans, and specified in the Special Provisions, and also in accordance with the 2006 edition of the State Standard Specifications, which said Special Provisions and State Standard Specifications are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown on the Plans provided to Contractor in connection with the work to be performed hereunder, which Plans are hereby made a part of this contract.

2. The Contractor agrees to receive and accept \$ _____ as full compensation for furnishing all materials and for 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 action of the elements, or from any unforeseen difficulties or obstruction which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also 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, and the requirements of the Engineer under them.

3. The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the materials and to do the work according to the terms and conditions herein contained and

referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions as provided; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. Contractor is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Contractor is not City's employee and Contractor shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Contractor.

5. The Contract Documents may not be modified orally or in any manner other than by an agreement of the parties, in writing.

6. Waiver of a breach or default under the Contract Documents shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of the Contract.

7. If any term of the Contract Documents (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Contract Documents shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this section shall not apply to the extent that enforcement of the Contract Documents without the term would be grossly inequitable under all the circumstances or would frustrate the purposes of the Contract Documents.

8. Time is of the essence to the terms of this contract.

IN WITNESS WHEREOF, the parties to these presents have executed this contract the year and date first above written.

"Contractor"

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

By: _____
City Attorney

By: _____
City Clerk

NOTICE TO CONTRACTOR: If a corporation, attach a certified copy of the Bylaws or the Resolution of the Board of Directors authorizing execution of this contract and the bonds required hereby.

SAMPLE

SPECIAL PROVISIONS

1. Compliance with OSHA: Bidder agrees to comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards, and regulations, and that bidder will indemnify and hold the City of Concord harmless for any failure to do so.

The successful bidder shall perform the work in a safe, workmanlike manner acceptable to the City of Concord. All equipment and materials shall comply with all federal, state, and local safety rules and regulations, including OSHA. Provide all Material Safety Data Sheets to the City Project Manager prior the start of the project.

2. F.O.B. Point & Shipping Charges: All prices shall be F.O.B. destination jobsite, City of Concord, California. All costs, except sales tax – but including shipping, handling, and freight charges must be included in the bid submittal. Jobsite location is 2000 Kirker Pass Road, Concord, California.

3. License: At the date and time of the bid opening, the Contractor is required to possess a valid Contractor's license for the work described for this project during the term of this project.

The successful Contractor will be required to have a City of Concord business license in effect for the entire period of performance of this contract.

4. Damage: Care shall be taken during construction not to damage any existing facilities, plants, grass, shrubs, or trees or any other City-owned property. In the event of damage to any of these items, the City shall direct the Contractor to correct the damage at the Contractor's expense.

5. Installation: Bidder shall be totally responsible for the accuracy of the measurements and requirements. Successful bidder shall coordinate all activities with the Project Manager. Success bidder shall notify Project Manager in writing of any conditions which will prevent production of satisfactory finish work.

6. Hours of Work: Eight hours labor constitutes a legal day's work. Work hours shall commence no earlier than 7:00 am and finish no later than 3:30 p.m., Monday through Thursday. No work is allowed during weekends, holidays, or City furlough days except in the case of emergencies or as directed by Project Manager Alton Baxley. Once the project has begun, the Contractor is required to work each work day (as described above) until the project is completed.

(The bid submittal is required to include the number of days necessary to perform this job.)

The Contract shall forfeit, as a penalty to the City of Concord, \$25 for each worker employed in the execution of the contract by the Contractor or any Subcontractor under him/her for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the Provisions of the California Labor Law. Work shall not be performed on weekends, holidays or furlough days, without the written authorization of the Engineer in advance. Contractor shall complete the indicated work within

WORK SHALL BEGIN WITHIN FIVE (5) CITY OF CONCORD WORKING DAYS FOLLOWING THE ISSUANCE OF A NOTICE TO PROCEED. THE CONTRACTOR SHALL HAVE ONE (1) WORKING DAY TO COMPLETE THE PROJECT.

The contractor shall pay to the City of Concord the sum of **\$100** per day, for each and every calendar day's delay in finishing the work in excess of the number of the working days specified above. Time is of the essence.

7. Contractor Storage Area/Daily Clean-Up: Each work day, The Contractor shall clean up and haul away all debris, etc., leaving the jobsite(s) in safe and presentable condition each day. Daily staging area is to be coordinated with the Project Manager.

8. Contractor's Qualifications: The contractor shall have successfully completed a minimum of three (3) similar projects within the past five (5) years. The bidder shall submit the names and dates of completion of the projects with references, contact information, and contract amount.

9. Permits or Licenses: The Contractor shall procure all applicable permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. No fees will be charged for City Encroachment Permit and City Building Permits.

Work is subject to inspection and acceptance by the City of Concord Building Department and Fire Marshall.

SPECIFICATIONS

1. Location: Jobsite is Live Nation Pavilion, 2000 Kirker Pass Road, Concord, CA 94521

2. Scope of Work: Contractor is required to extend one fire sprinkler line roughly 60 feet of pipe and add one fire sprinkler head at the lower level outside the elevator. Calculations will need to be submitted to the Contra Costa County Fire Dept. for permit and approval. Fire bells, eight (8) to be installed on various fire sprinkler raisers throughout the facility listed below and are to comply with the Contra Costa Fire Department requirements. All required City building permits to be pulled by the contractor at a no fee cost to the contractor. Contractor to coordinate all work with the Facilities Manager/Project Manager, Alton Baxley (925) 671-3025. Ground safety protection to protect the public and workers will be required during for the duration of the project. Prevailing Wage is required.

Materials are to be UL Listed and approved by the Fire Marshall.

All debris caused by work will be removed from the job site daily.

Any changes to the scope must have prior written approval from the project manager.

Bid is to list costs by building/location.

3. Buildings/Locations:

A. Lower Stage Area Outside Elevator:

- Install one (1) fire sprinkler head and pipe in the high area outside of the elevator to ensure proper coverage.
- System shut down, draining and start up to be conducted by the contractor.
- Plans, permits, calculations, work and inspections will be the responsibility of the contractor.
- Building to be checked for leaks, and any minor repairs made as needed.
- All debris caused by your work will be removed from the job site on a daily basis.
- Fire sprinkler system to be restored daily at the end of the day while work is in progress to ensure fire protection for the building.
- Coordination with the monitoring company to be the responsibility of the contractor.
- All work to be guaranteed against leakage due to defective materials or workmanship for one (1) year after completion.

B. Loading Dock:

- Provide labor and material to Install flow bell on raiser.
- System shut down, draining and start up to be conducted by the contractor.
- Plans, permits, calculations, work and inspections will be the responsibility of the contractor.
- All debris caused by your work will be removed from the job site on a daily basis.
- Fire sprinkler system to be restored daily at the end of the day while work is in progress to ensure fire protection for the building.

C. Chair Rental Building:

- Provide labor and material to Install flow bell on raiser.
- System shut down, draining and start up to be conducted by the contractor.
- Plans, permits, calculations, work and inspections will be the responsibility of the contractor.
- All debris caused by your work will be removed from the job site on a daily basis.
- Fire sprinkler system to be restored daily at the end of the day while work is in progress to ensure fire protection for the building.

D. East Concession Food Court:

- Provide labor and material to Install flow bell on raiser.
- System shut down, draining and start up to be conducted by the contractor.
- Plans, permits, calculations, work and inspections will be the responsibility of the contractor.
- All debris caused by your work will be removed from the job site on a daily basis.
- Fire sprinkler system to be restored daily at the end of the day while work is in progress to ensure fire protection for the building.

E. East Concession Restrooms:

- Provide labor and material to Install flow bell on raiser.
- System shut down, draining and start up to be conducted by the contractor.
- Plans, permits, calculations, work and inspections will be the responsibility of the contractor.
- All debris caused by your work will be removed from the job site on a daily basis.
- Fire sprinkler system to be restored daily at the end of the day while work is in progress to ensure fire protection for the building.

F. Hilltop Bar:

- Provide labor and material to Install flow bell on raiser.
- System shut down, draining and start up to be conducted by the contractor.
- Plans, permits, calculations, work and inspections will be the responsibility of the contractor.
- All debris caused by your work will be removed from the job site on a daily basis.
- Fire sprinkler system to be restored daily at the end of the day while work is in progress to ensure fire protection for the building.

G. West Concession Restrooms:

- Provide labor and material to Install flow bell on raiser.
- System shut down, draining and start up to be conducted by the contractor.
- Plans, permits, calculations, work and inspections will be the responsibility of the contractor.
- All debris caused by your work will be removed from the job site on a daily basis.
- Fire sprinkler system to be restored daily at the end of the day while work is in progress to ensure fire protection for the building.

H. Sausage and Beer Concession:

- Provide labor and material to Install flow bell on raiser.
- System shut down, draining and start up to be conducted by the contractor.
- Plans, permits, calculations, work and inspections will be the responsibility of the contractor.
- All debris caused by your work will be removed from the job site on a daily basis.
- Fire sprinkler system to be restored daily at the end of the day while work is in progress to ensure fire protection for the building.

I. West Concession Sunset Grill:

- Provide labor and material to Install flow bell on raiser.
- System shut down, draining and start up to be conducted by the contractor.
- Plans, permits, calculations, work and inspections will be the responsibility of the contractor.
- All debris caused by your work will be removed from the job site on a daily basis.
- Fire sprinkler system to be restored daily at the end of the day while work is in progress to ensure fire protection for the building.

The entire solicitation document does not need to be returned – only this submittal section of the bid document must be returned.

CITY OF CONCORD

RFB #2239

“SLEEP TRAIN PAVILION FIRE SPRINKLER SYSTEM REPAIR”

SUBMITTAL

TO THE CITY COUNCIL OF THE CITY OF CONCORD, CALIFORNIA: In compliance with the notice inviting sealed bids, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Workers’ Compensation Insurance and all payroll taxes on such labor) for **SLEEP TRAIN PAVILION FIRE SPRINKLER SYSTEM REPAIR**, in accordance with the Special Provisions and Specifications and City of Concord General and Work Conditions therefor, and further agrees to enter into a Contract therefor, at the prices listed in the accompanying proposal. Prices are F.O.B. destination delivered and installed as described in this document. All costs, excluding sales tax, must be included in the bid submittal.

A. COST:

ITEM NO	LOCATION	QUANTITY	UNITS	TOTAL
1	A. Lower Stage Area Outside Elevator	1	LS	\$
2	B. Loading Dock	1	LS	\$
3	C. Chair Rental Building	1	LS	\$
4	D. East Concession Food Court	1	LS	\$
5	E. East Concession Restrooms	1	LS	\$
6	F. Hilltop Bar	1	LS	\$
7	G. West Concession Restrooms	1	LS	\$
8	H. Sausage and Beer Concession	1	LS	\$
9	I. West Concession Sunset Grill	1	LS	\$
	GRAND TOTAL (SUM OF 1, 2,	3, 4, 5, 6, 7,	8, 9)	\$

Name of Bidder: _____

(Submittal, continued)
(Cost, in Words:)

A. Lower Stage Area Outside Elevator: _____
_____dollars and _____cents

B. Loading Dock: _____
_____dollars and _____cents

C. Chair Rental Building: _____
_____dollars and _____cents

D. East Concession Food Court: _____
_____dollars and _____cents

E. East Concession Restrooms: _____
_____dollars and _____cents

F. Hilltop Bar: _____
_____dollars and _____cents

G. West Concession Restrooms: _____
_____dollars and _____cents

H. Sausage and Beer Concession: _____
_____dollars and _____cents

I. West Concession Sunset Grill: _____
_____dollars and _____cents

Name of Bidder: _____

(Submittal, continued)
(Cost, in Words:)

GRAND TOTAL: _____
_____ dollars and _____ cents

B. OTHER:

1. Products/Material: Provide a list of the products/material to be used. Additional sheets of information may be attached.

2. Warranty (attach a copy of the warranty)

Name of Bidder: _____

(Submittal, continued)

3. The undersigned acknowledges the receipt of the following addenda (if any) to the drawings and specifications.

Addendum No.	Date
_____	_____
_____	_____

4. All persons submitting bids shall list the name and location of place of business of each subcontractor regardless of the character of the work. (Attach additional page(s), if necessary.)

Name	Address	Work to be Performed
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____

5. List three (3) organizations for whom contractor performed similar work of similar scope in the last five years: (See Special Provisions, Item 8) (Attached additional pages as necessary.)

ORGANIZATION	LOCATION	CONTACT INFO	WORK DESCRIPTION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Bidder: _____

(Submittal, continued)

6. Licensed in accordance with an act providing for the registration of Contractors:

License No. _____, Expiration Date _____

Class _____ The representations made herein are made under penalty of perjury.

7. Number of days from work start to completion of project. (See Special Provisions, Item 6).

Name of Bidder: _____

(Submittal, continued)

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder

has_____ has not_____

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term “bidder” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after “has” or “has not” in one of the blank space provided. The above Statement is part of the Bid Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Bidder shall complete under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes_____ No_____

Name of Bidder: _____

(Submittal, continued)

Public Contract Code Section 10232 Statement

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor’s failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

WORKERS’ COMPENSATION CERTIFICATION

I am aware of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

By: _____

Title: _____

Date: _____

Name of Bidder: _____

(Submittal, continued)

BIDDER’S NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and

Public Contract Code Section 7106)

(Must be executed by Bidder and submitted with Bid)

Bidder shall fill in the three blank lines below with: (a) the name of the persons signing this affidavit on behalf of the Bidders; (b) the title of the persons signing this Bid in relation to the Bidder; and (c) the legal name of the Bidder.

(a) _____, being first duly sworn, deposes and says under penalty of perjury under the laws of the State of California, that he or she has the right, power, legal capacity, and authority to execute this Affidavit as (b) _____ of (c) _____, the Bidder, 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 Bidder has not directly or indirectly induced or solicited any other Bidder to put in any false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract, or anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to sign this document on behalf of the Bidder, and have caused this document to be executed by setting hereto their names, titles and signatures at _____ County, in the State of _____.

BIDDER: _____
(Signature) (Date)

(Printed or Typed Name and Title of Signatories)

(Legal Name of Bidder)

The undersigned further agrees that in case of default in executing and returning the required Contract within ten (10) calendar days after having received the Contract, the cash or proceeds of the check or bid bond accompanying this Proposal shall become the property of the City of Concord.

SUBMITTED BY:

COMPANY NAME: _____

ADDRESS (Not a P.O. Box): _____

CITY: _____ STATE, ZIP CODE: _____

PHONE NO.: _____ FAX NO.: _____

YOUR NAME & TITLE: _____

YOUR SIGNATURE: _____ DATE: _____

CONCORD PAVILION

A PREMIER EXPERIENCE

SITE PLAN

