

**CITY OF CLEARLAKE
NOTICE INVITING BIDS AND CONTRACT**

NOTICE INVITING BIDS

Date Issued: 3/30/17

Bids covering the work described in this Notice Inviting Bids, Insurance Requirements, Special Provisions, and Plans entitled:

Demolition of Buildings at the following locations: 5768 Crawford Ave., 2971 6th St., 3292 9th St., 3114 8th St., 2944 5th St., 3182 Park St., 3373 11th St., 13940 Manatee Ave. in the City of Clearlake.

will be accepted at the City of Clearlake City Hall, 14050 Olympic Drive, Clearlake, CA 95422, until 3:00PM local time on **4/19/2017**. Information may be obtained by calling (707) 994-8201. Sealed bid shall be addressed to the above address and marked to show bidders name, address, title of project and date of opening.

Engineer's Estimate: N/A Minimum License Requirement: See "Special Provisions" section

BID OR PROPOSAL (this section to be completed by bidder) **Date submitted:** _____

The undersigned agrees, if this bid is accepted within 30 days after the date of opening, to complete the work specified in strict accordance with the above identified documents and the general provisions on the reverse side within (30) calendar days after the date of the Notice to Proceed, for the following amount:

Bid \$ _____

Amount in words: _____ dollars and _____ cents.

This includes all applicable taxes. The undersigned further agrees, for any contract award resulting from this bid, to furnish evidence of insurance acceptable to the City.

Bidder's comments and exceptions:

Name and address of bidder:

Signature of person authorized to sign

Signer's name and title (type or print)

License No.

Phone No.: _____

Federal ID Number or Social Security Number

NOTICE OF AWARD (This section for City use only)

Date of Award: _____

The above bid is accepted and the Contract is awarded to you.

By: _____

Title: _____

NOTICE TO PROCEED (This section for City use only)

Date of Notice: _____

You are directed to proceed with the work upon receipt of this Award/Notice to Proceed.

By: _____

Title: _____

NOTICE OF COMPLETION

Date of completion: _____

I hereby certify that the above contract has been completed and accepted by the City.

By: _____

Title: _____

CONTRACT

1. SCOPE OF SERVICES: Contractor shall do all work, attend all meetings, and carry out all activities necessary to complete all services described in SPECIAL PROVISIONS section of this document. This Contract and its exhibits, attached or incorporated by reference, shall be known as the "Contract Documents." The Contractor enters into this contract as an independent contractor and not as an employee of the City.
2. TIME OF PERFORMANCE: The services are to commence upon execution and receipt of this Contract, and shall be completed in a prompt and timely manner in accordance with the conditions of the Contract.
3. COMPENSATION: Progress payments may be paid bi-weekly upon completion of agreed upon portions of the work, or at the completion of services based on the amount of the bid on the reverse side. Invoices must be submitted to City Clerk at City Hall, 14050 Olympic Drive, Clearlake, CA 95422. 10% of all progress payments will be retained until a Notice of Completion has been signed.
4. TERMINATION: This Contract may be terminated, without cause, at any time by the City upon ten days written notice. Contractor shall be compensated for all services provided for in the Contract to that date. City shall be entitled to all work created pursuant to the Contract.
5. CHANGES: City or Contractor may request changes to the scope of services to be performed. Such changes must be authorized in advance by the City in writing. Mutually agreed to changes shall be incorporated in written amendments to this Contract.
6. PROPERTY OF THE CITY: It is mutually agreed that all work done or materials prepared under this Contract shall become the property of the City.
7. WARRANTY: Contractor warrants that it has the expertise or has experts available to perform the services set forth in this Contract in a manner consistent with accepted standards of its profession. It warrants that it will perform said services in a legal manner in conformance with all applicable laws and guidelines. Contractor guarantees the product from defects in workmanship and materials for a period of one year following completion and acceptance by City.
8. LAWS TO BE OBSERVED: All services performed by Contractor shall be in accordance with all applicable City, State and Federal ordinances, laws, requirements, restrictions and licensing provisions as the same now exist or as they may be modified or adopted in the future. Contractor shall observe all Cal/OSHA, state and federal rules.
9. CERTIFICATE OF COMPLIANCE WITH LABOR CODE 3700: Section 3700 of the Labor Code 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 the Contractor will comply with such provisions before commencing with any work of this Contract.
10. INTEREST IN CONTRACT: Contractor covenants that neither it nor any of its employees has any interest in this Contract which would conflict in any manner or degree with the performance of its services hereunder.
11. NEGLIGENCE: Contractor shall be responsible for performing the work in a safe and skillful manner consistent with generally accepted standards, and shall be liable for its own negligence and the negligent acts of its employees. City shall have no right of control over the manner in which the work is done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to any of Contractor's employees.
12. INDEMNITY: Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.
13. INSURANCE: Contractor shall not commence with any work before obtaining, and shall maintain in force at all times during the term of this Contract, the policies of insurance as specified by the City and incorporated herein by this reference.
14. PREVAILING WAGES: All work completed by the contractor shall be accordance with section 1720 et. seq. of the California Labor Code.
15. RESERVATION OF RIGHTS: The City reserves the right to amend, withdraw and / or cancel this Notice Inviting Bids. It also reserves the right, without qualification, to reject any or all proposals to this Notice Inviting Bids at any time prior to contract execution and to waive information or minor irregularities in any proposal received. The City reserves the right to request or obtain additional information about any and all submittals and to negotiate final details, including costs, of any contract. The City is not liable for any pre-contractual expenses incurred by any Consultant in relation to preparation or submittal of a proposal, negotiations with the City on any matter related to the Notice Inviting Bids or costs associated with interviews or presentations (if any).

16. PUBLIC RECORDS: All proposals submitted in response to this Notice Inviting Bids become property of the City and under the Public Records Act (Government Code § 6250 et. seq.) are public records.
17. BUSINESS LICENSE REQUIRED: On selection of a consultant and award of contract, the consultant and any associated sub-consultants shall be required to obtain a City of Clearlake business license.
18. MISCELLANEOUS PROVISIONS:
 - A. Contractor shall designate a project manager as its representative in all matters relating to the Contract. The project manager shall remain in such capacity unless and until he is removed at the request of the City or replaced with the written permission of the City.
 - B. Contractor shall not engage in unlawful employment discrimination.
 - C. This Contract and its exhibits constitute the entire agreement between the parties relative to the services herein and no modifications shall be effective unless and until such modification is in writing and signed by both parties.
 - D. Contractor shall maintain and make available to City accurate records of all its costs and receipts with respect to any work under this Contract for six months after the final payment under this Contract.
 - E. Contractor shall use the services of Clearlake Waste Solutions for transport and disposal of all waste and debris. If Clearlake Waste Solutions is unable to perform such duties, Contractor may enter into a contract with another transport and disposal agency / company.
 - F. Pre-Job Submittals

No less than 7 calendar days prior to commencement of abatement work, the Contractor and/or subcontractor shall provide the City and designated consultant the following documentation:

1. California State Contractors License Board (CSCLB) license for asbestos removal: C-21, C-22
2. California Division of Occupational Safety and Health (DOSH) registration;
3. SCAQMD permit 1403;
4. DOSH registration
5. Supervisor Lead Certification or Worker Lead Certification with CAL / EPA
6. Hazardous Substance Removal (HAZ) certificate
7. Emergency plans/procedures;
8. Work plan or standard operating procedures (SOP) with a work schedule;
9. Workers' medical release forms, training certificates, and respiratory fit-testing records;
10. Contractor's Insurance Policy must specifically cover asbestos abatement work.
11. Transporter's name, Department of Toxic Substances Control (DTSC) registration, and Department of Motor Vehicle license.

G. Post-Job Submittals

No more than 7 calendar days upon the completion of abatement work, the Contractor shall provide the City and designated consultant the following documentation:

1. Documentation and proof of transport and disposal.

SPECIAL PROVISIONS

A Pre-Bid meeting/walk thru will be held on April 3, 2017 at 9:00 am at Clearlake City Hall.

A. PROJECT DESCRIPTION

The City intends to award a contract for work which includes the abatement and disposal of all demolition materials. The work consists of furnishing all labor, materials, equipment, supervision and incidentals and performing all work required to complete the contract.

B. PERMITS

Contractor shall apply for and obtain all necessary permits to complete the scope of work. This includes, but is not limited to, any and all permits required by Federal, State, County and / or local agencies / jurisdictions. Contractor will obtain a building permit for the work.

C. SCOPE OF WORK

The Contractor will provide all supervision, labor, equipment, supplies and materials for:

- See Exhibit B for specific requirements on each property. Please refer to attached asbestos report to view units that tested positive for asbestos.
- The removal, transport, and disposal of entire building(s) at properties located at 5768 Crawford Ave., 2971 6th St., 3292 9th St., 3114 8th St., 2944 5th St., 3182 Park St., 3373 11th St., 13940 Manatee Ave.
- This includes but is not limited to foundation, slab, walls, and roofing.
- Please itemize costs for each property separately.

Contractor is responsible for disconnection of all utilities, including sewer, water, phone and cable. USA ticket to be pulled prior to commencement of work.

D. LOCATION OF WORK

- 5768 Crawford Ave.
- 2971 6th St.
- 3292 9th St.
- 3114 8th St.
- 2944 5th St.
- 3182 Park St.
- 3373 11th St.
- 13940 Manatee Ave.

E. POINT OF CONTACT

The following City employees are involved in this project:

Project Manager: Lee Lambert
Contract Specialist: Melissa Swanson
Inspector: Dave Deakins

994-8201 x 113
994-8201 x 106
994-8201

The Contractor's primary contact is the Project Manager.

F. INQUIRIES

Technical inquiries regarding any phase of this project shall be made to Lee Lambert (707) 994-8201 x 113. All contract, insurance or payment inquiries should be made to Melissa Swanson at (707) 994-8201 x106.

This contract is subject to Federal labor standards, California Labor Code including but not limited to Sections 1771, 1774, 1775, 1776, 1777.5, 1813 and 1815, compliance monitoring and enforcement by the Housing Authority and the California Department of Industrial Relations (DIR), affirmative action requirements, Section 3 Requirements of the HUD Act of 1968, and Minority and Women Owned Business Enterprise standards. All bidders will be required to furnish and pay for a satisfactory Bid Bond in the amount of not less than 10% of the total bid price. The successful bidder will be required to furnish and pay for a satisfactory Performance Bond and Payment Bond in the amount of not less than 100% of the contract price. Pursuant to the California Public Contract Code Section 22300 the Contractor may request that the Agency substitute a security in the amount of the performance retention.

G. CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REQUIREMENTS

Contractor Registration

1. Effective January 1, 2015, per California State Labor Code Section 1771.1 (a), no contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor code section 1771.1(a)).
2. No 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.
3. Notwithstanding any other requirements (including federal labor requirements), this contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) as well as the City of Clearlake. Prevailing Wage requirements will apply.

EXHIBIT A

Contractor Insurance Requirements

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

A. Workers' Compensation & Employers Liability

- Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to **the City of Clearlake**.
- The policy must include a written waiver of the insurer's right to subrogate against **the City of Clearlake**.
- Required Evidence Of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance.

B. General Liability

- Commercial General Liability Insurance no less broad than ISO form CG 00 01.
- Coverage must be on a standard Occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate. The General Aggregate must apply separately to each project.
- Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000.
- Coverage shall be continued for one (1) year after completion of the work.
- **The City of Clearlake** must be an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. **The City of Clearlake** shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" must include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("P" definition of insured contract in ISO form CG 00 01, or equivalent).

- The insurance provided to **the City of Clearlake** as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by **the City of Clearlake**.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to **the City of Clearlake**.
- The policy must cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. copy of the endorsement or policy language indicating that coverage applicable to **the City of Clearlake** is primary and non-contributory; and
 3. Properly completed Certificate of Insurance.

C. Automobile Liability

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage must apply to all owned, hired and non-owned vehicles.
- **The City of Clearlake** must qualify as an insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that **the City of Clearlake** is an insured; and
 2. Properly completed Certificate of Insurance.

D. Standards for Insurance Companies

- Insurance policies must be issued by an insurer with an A.M. Best's rating of at least A:VII.

E. Documentation

- The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is: **The City of Clearlake, Attn: City Clerk, 14050 Olympic Drive, Clearlake CA 95422.**
- Current Evidence of Coverage must be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.