

**CITY OF WINTERS
STATE OF CALIFORNIA**

CONTRACT DOCUMENTS

FOR

**318 First St, HVAC Upgrade
CITY OF WINTERS PROJECT**

BID OPENING: Wednesday, January 25, 2017 at 2:00 p.m.

SECTION 00040

NOTICE TO CONTRACTORS

1. Sealed proposals will be received by the Public Works Department, City of Winters, 318 First St. Winters, CA until **January 25, 2017 at 2:00 p.m.**
318 First St, HVAC Upgrade

2. Bids are required for the entire work as described below.

The work, in general, to be done under this contract consists of; adding two new supply registers with boxes, one new return air filter/grill with box, run new ducts to extend service area, service existing HVAC unit. (As per plans)

The City of Winters Construction Specifications (2016) may be obtained on the City of Winters website at <http://www.cityofwinters.org/pdf/Winters-Std-Specs.pdf>

3. No bid will be considered unless it is made on the blank forms incorporated in the Contract Document, and unless it is accompanied by a Proposal Guarantee in the form of cash, bid bond, or certified check, or a cashier's check made payable to the City of Winters in an amount equal to ten percent (10%) of the bid amount. Each bidder must be licensed as required by law.
4. Each proposal shall be submitted in a sealed envelope bearing the title of the work and the name of the bidder.
5. Bidders are hereby notified that pursuant to Section 1770 et seq. of the Labor Code of the State of California, the Director of Industrial Relations of the State of California has ascertained the general prevailing rate of hourly wages and rates for legal holidays and overtime work in the locality where this work is to be performed, for each craft or type of worker or mechanic needed to execute the contract which will be awarded the successful bidder. The prevailing rates are available at the State of California, Department of Industrial Relations web site <http://www.dir.ca.gov/dlsr/PWD/>.
6. PUBLIC WORKS CONTRACTOR REGISTRATION:

The bidder and all subcontractors listed on the Designation of Subcontractors form as required by the provisions of §4100 et seq of the Public Contract Code shall be registered with the State of California Department of Industrial Relations as a Public Works Contractor prior to the time and date that bid proposals are due.

All 2nd and lower tier subcontractors working on the project shall be registered with the Department of Industrial Relations as a Public Works Contractor prior to working on the project.

Contractors and subcontractors may register with the Department of Industrial Relations online at

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

7. Submittal of a signed bid shall be evidence that the bidder has obtained this information and that the bid is based on any changes contained therein.
 8. It shall be mandatory upon the bidder to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workers, and mechanics employed by them in the execution of the contract.
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9. Notice is hereby given that all bidders may be required to furnish a sworn statement of their financial responsibility, technical ability and experience before award is made to any particular bidder.
10. The successful bidder will be required to furnish two surety bonds: one for Faithful Performance and the other for Labor and Materials. Each bond is to be executed in a sum equal to one hundred percent (100%) of the contract price. Bonds shall be secured from a surety company acceptable to the City of Winters. The successful bidder will be required to obtain a business license from the City of Winters and pay related fees.
11. The City of Winters reserves the right to reject any or all bids or to waive any informalities or minor irregularities in a bid.
12. **PRE-BID CONFERENCE** has been scheduled for **Wednesday, January 18, 2017, at 2:00 p.m.** at the project site, to discuss issues pertaining to the project and answer any contractor questions that may arise. Attendance is recommended but not required.
13. The contractor shall possess a Class A license.
14. The Engineer's estimate of probable construction cost is \$1,900.
15. The Project is to be completed no later than February 17, 2017.

DATE:

Nanci Mills, City Clerk

1.01 DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, a firm or partnership, a corporation or combination thereof under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated, will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in future proposals. Proposals in which the prices obviously are unbalanced may be rejected.

A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on his own behalf.

1.02 COMPETENCY OF BIDDERS

The prime Contractor shall be duly licensed, Class A in accordance with provisions of the Contractor's License Law as contained in Chapter 9, Division 3 of the Business and Professions Code (commencing with §7000), and any acts amendatory thereof, and shall be skilled and regularly engaged in the general class or type of work called for under these contract documents. The City of WINTERS will consider a submittal from a bidder who is not licensed in accordance with this paragraph if the bidder provides evidence to the satisfaction of the Director of Public Works that the bidder's license qualifies the bidder under the regulations of the State Contractors License Board to perform the required work.

The lowest bidder, if required by the City, shall furnish, prior to award of the contract, a satisfactory statement of financial responsibility, technical ability and experience.

1.03 AWARD OF CONTRACT

The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed herein. **The City of Winters shall determine the lowest responsible, responsive bidder based on the lowest total of base bid plus all add alternatives and whose Bid complies with the specified requirements. The City of Winters may, at its discretion, award the base bid only or the base bid and one or more Add Alternates. All bid items must be bid, to be considered responsive.**

The City of Winters, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252) and Regulations of the Department of Commerce (15 C.F.R., Part 3), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin.

The City Council, however, reserves the right to reject any or all bids, and to waive any informality or irregularity in bids received. The City Council also reserves the right to reject the bid of any bidder who has previously failed to perform properly or did not complete on time contracts with the City of Winters of a nature similar to this project.

1.04 CONTRACT BONDS

The Contractor shall furnish two good and sufficient bonds. One of the said bonds in the amount of one hundred percent (100%) of the contract price shall guarantee the faithful performance of the said contract by the Contractor; and, in addition, by its terms, said faithful performance bond

shall remain in full force and effect for a period of one (1) year from and after the completion and acceptance of said work to guarantee the repair and/or replacement of faulty workmanship and defective material; and the other said bond in the amount of one hundred percent (100%) of the contract price to be furnished as required by the terms of an act entitled: "An act to secure the payment of the claims of persons who furnish materials, supplies, teams, implements or machinery used or consumed by such contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto", approved May 10, 1919, as amended.

Form of bond required may be examined at the office of the City Engineer, or copies will be furnished, if desired, to prospective bidders.

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

Contract Bonds accepted by the City shall meet the criteria in Section 3-4 Performance and Payment Bonds – General Conditions.

1.05 EXECUTION OF CONTRACT

The contract shall be signed by the successful bidder and returned, together with the contract bonds and satisfactory evidence of insurance as provided in Section 3, Award and Execution of Contract – General Conditions, within ten (10) days, not including Sundays, after the bidder has received notice that the Contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.

1.06 FAILURE TO EXECUTE CONTRACT

Failure to execute a contract and file acceptable bonds as provided herein within ten (10) days not including Sundays after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty. If the successful bidder refuses or fails to execute the contract, the City Council may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the Council may award the contract to the third lowest responsible bidder. On the failure or refusal of the second or third lowest responsible bidder to whom any such contract is so awarded to execute the same, such bidder's guaranties shall be likewise forfeited to the City. The work may then be re-advertised or may be constructed, as the City Council may decide.

1.07 INSURANCE REQUIREMENTS

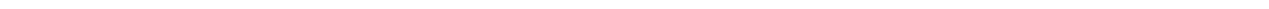
Contractor shall provide proof of compliance with the insurance requirements specified in Section 3-9, Insurance – General Conditions concurrent with the execution of the contract.

1.08 LABOR AND WAGE GUIDELINES

Attention is directed to Section 1777.5 of the Labor Code as it applies to apprenticeship standards.

The general prevailing wage rates for each craft, classification, or type of workman shall be as determined by the Director of Industrial Relations and are on file in the office of the Director of Public Works.

In accordance with the provisions of Section 1860 of the California Labor Code, attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.



PUBLIC WORKS CONTRACTOR REGISTRATION
(To be submitted within 24 hours of the time and date that bid proposals are due.)

In compliance with the provisions of section 1771.1(B) of the Labor Code of the State of California, no contractor or listed subcontractor may be listed on a bid proposal for a public works project unless they are registered as a Public Works Contractor with the Department of Industrial Relations.

(a) The name, location of the place of business, and registration number of the prime contractor and each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be performed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the undersigned's total bid; and,

CONTRACTOR OR SUBCONTRACTOR	CITY AND STATE	DIR REGISTRATION NUMBER

(Attach additional sheets if necessary.)

By: _____
 Bidders Signature

BIDDERS STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE

(The bidder is required to state what work of a similar character to that included in the proposed contract he has successfully performed and give reference which will enable the City to judge his responsibility, experience, skill and business standing).

The undersigned submits below a statement of the work of a similar character to that included in the proposed contract which he has successfully performed.

SIGNED _____

BIDDER'S SECURITY
(attach to this page)

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF YOLO) as

being first duly sworn in deposes and says that he is _____

(Sole Owner, Partner, President, Secretary etc.)

of _____

the party making the foregoing bid, that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder 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 said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such 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 such bids are true; and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid or will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid individual, except to such person or person as have a partnership or other financial interest with said bidder in his general business; that the Contractor has not accepted any bid from any subcontractor or material supplier through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering the bid from any subcontractor material supplier, which is not processed through said bid depository, or which prevent any subcontractor or material supplier from bidding to any Contractor who does not use the facilities of or accept bids from or through such bid depository.

Signed _____

By _____

Subscribed and sworn to before me this _____ day of _____,

20_____. Title: _____ Notary Public in and for the

County of _____, State of _____.

SECTION 00500
CONSTRUCTION AGREEMENT
AGREEMENT No. _____

THIS CONTRACT made on _____ by and between the CITY OF WINTERS, hereinafter called the City, and _____ hereinafter called the Contractor.

W I T N E S S E T H:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. THE CONTRACT DOCUMENTS: The complete Contract consists of the following documents, to wit:

Notice Inviting Bids
Accepted Bid
General Construction Contract
Payment Bond to Accompany Contract
Performance Bond to Accompany Contract
Winters Standard Specifications (2016)
General, Supplemental and Special Provisions, (if any)
Working Plans and Specifications

Any and all obligations of the City and the Contractor are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Documents.

2. THE WORK: The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the **HVAC Upgrade Project** as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by the City of Winters and adopted by the City, which the Plans and Specifications are entitled, respectively, **HVAC Upgrade Project** and which Plans and Specifications are identified by the signatures of the parties to this Contract. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and the work performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City, or its representatives. The City hereby designates as the Engineer for the purpose of this Contract, the following named person:
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3. **CONTRACT PRICE:** The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of _____dollars (\$) subject to additions and deductions as provided in the Contract Documents. The sum includes base bid. All other Alternate Propositions are rejected by City, and are not included in this Contract.

CONTRACT

**BID SCHEDULE
HVAC Upgrade Project**

BASE BID

Bid Item	Description/Units	Quantity	Unit	Total Price
<i>(ITEMS IN CONTRACT WILL BE THE SAME AS THOSE BID IN PROPOSAL)</i>				
TOTAL BASE BID AMOUNT:				\$ _____

Total Base Bid Amount: (Written Amount in Dollars and Cents) _____

ADD ALTERNATE BID

Bid Item	Description/Units	Quantity	Unit	Total Price
<i>(ITEMS IN CONTRACT WILL BE THE SAME AS THOSE BID IN PROPOSAL)</i>				
TOTAL ADD ALTERNATE BID AMOUNT:				\$ _____

Total Add Alternate Amount: (Written Amount in Dollars and Cents) _____

NOTE: THE CITY OF WINTERS SHALL DETERMINE THE LOWEST RESPONSIBLE, RESPONSIVE BIDDER BASED ON THE LOWEST TOTAL OF BASE BID PLUS ALL ADD ALTERNATIVES.

THE CITY OF WINTERS, IF IT CHOOSES TO AWARD, SHALL AWARD THE CONTRACT TO THE LOWEST RESPONSIBLE, RESPONSIVE BIDDER BASED ON THE CRITERIA LISTED ABOVE. THE CITY OF WINTERS MAY, AT ITS DISCRETION, AWARD THE BASE BID ONLY OR THE BASE BID AND ONE OR MORE ADD ALTERNATE BIDS.

CONTRACTOR SHALL SUBMIT BIDS FOR ALL BASE BID ITEMS AND ALL ADD ALTERNATE BID ITEMS. NO RESPONSE OR A RESPONSE OF ZERO ON ANY BID ITEMS WILL BE DEEMED A NON-RESPONSIVE BID.

4. PERMITS; COMPLIANCE WITH LAW: The Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.
 5. INSPECTION BY CITY: The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the City of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.
 6. NOTICE AND SERVICE THEREOF: Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely, (a) if the notice is given to the City, by personal delivery thereof to the Manager of the City, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the City, postage prepaid and certified; (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at _____ postage prepaid and certified; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.
 7. ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.
 8. CONTRACTOR'S WARRANTY: The City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly warrants such lesser quality. Contractor further warrants that the work as performed by Contractor, subcontractor, or supplier will conform with the Plans and Specifications or any written authorized deviations there from.
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9. TIME FOR PERFORMANCE The Contractor shall commence work after Notice to Proceed, and diligently prosecute the work to completion within 30 calendar days.
 10. LIQUIDATED DAMAGES: Liquidated damages as provided in the Standard Specifications, Section 8, Measurement and Payment, of the Contract shall be in the sum of \$1,000 for each and every day as defined therein.
 11. APPRENTICES: Contractor agrees to be bound by and comply with the provisions of sections 1777.5 et seq. of the Labor Code in respect to apprentices.
 12. INSURANCE.
 - (a) WORKER'S COMPENSATION. During the term of this Agreement, CONTRACTOR shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONTRACTOR may have for worker's compensation.
 - (b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONTRACTOR shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.
 - (c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONTRACTOR shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.
 - (d) CERTIFICATES OF INSURANCE. CONTRACTOR shall file with CITY'S City Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City Clerk prior to the effective date of such cancellation, or change in coverage.
 13. INDEMNIFY AND HOLD HARMLESS. CONTRACTOR shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONTRACTOR or any person directly or indirectly employed by or acting as agent for CONTRACTOR in the performance of this Agreement,
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including the concurrent or successive passive negligence of the City, its officers, agents or employees.

It is understood that the duty of CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

IN WITNESS WHEREOF, two identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

CITY OF WINTERS

By: _____

Title: _____

CONTRACTOR

By: _____

Title: _____

ATTEST:

Nanci G. Mills, City Clerk
