

**CITY OF MANTECA
DEPARTMENT OF PUBLIC WORKS**



MANTECA WASTEWATER QUALITY CONTROL FACILITY

**INFLUENT PUMP STATION
REHABILITATION PROJECT
BID SET**

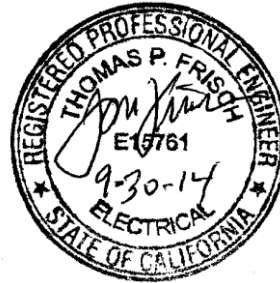


**Advertised For Bid: October 1, 2013
BID OPENING: 2:00 P.M., November 6, 2013**

**CITY OF MANTECA
DEPARTMENT OF PUBLIC WORKS**

MANTECA WASTEWATER QUALITY CONTROL FACILITY

**INFLUENT PUMP STATION
REHABILITATION PROJECT**



Accepted by:

A handwritten signature in black ink that reads "Phil Govea".

Phil Govea, PE
City of Manteca

Bid Set

September 2013

Prepared by:

**ICM Group, Inc.
12 Natoma Street, Suite 150
Folsom, CA 95630
916-984-7726**

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- A. IPS Grating Structural Assessment Report, V&A, 2010.
- B. IPS Condition Assessment Report, V&A, 2012.
- C. IPS Assessment Photographs, 2012.
- D. IPS Construction Drawings (Schedule B), abridged, 2003.
- E. IPS Construction Photographs, 2005.

SECTION 00020

**INVITATION TO BID
INFLUENT PUMP STATION REHABILITATION PROJECT
(ESTIMATED CONSTRUCTION COST: \$765,000)**

SEALED BIDS will be received by the City Clerk of the City of Manteca at 1001 West Center Street, Manteca, California until **2:00 p.m., Wednesday, November 6, 2013**, for the Influent Pump Station (IPS) Rehabilitation Project. As soon as practical thereafter, sealed bids for the project will be publicly opened and read for performing work as follows:

Furnishing all labor, materials, equipment, and performing all work necessary and incidental to the construction of the project known as the IPS Rehabilitation Project according to plans and specifications and according to the contract documents. The Work includes the construction and installation of the following:

Repair concrete and install PVC liner system in the influent room of the Influent Pump Station, bypass pumping, foul air system modifications, doorway modifications, and grating modifications.

Project shall have **Substantial Completion within 150 calendar days** and **Final Completion within 165 calendar days** from the date specified in the Notice to Proceed. Time for commencement and completion of the work is important, and is the essence of the Contract.

A MANDATORY PRE-BID MEETING AND JOB WALK will held as follows:

1. **DATE/TIME:** October 17, 2013 at 9 a.m.
2. **LOCATION:** Start at the Administration Building of the WQCF, 2450 W. Yosemite Avenue, Manteca. Please sign in at the Front Desk and receive further instructions.



3. **WET WELL CONFINED SPACE. BIDDERS ARE REQUIRED TO ENTER THE WET WELL TO SEE ACTUAL CONDITIONS OF THE WET WELL AND INFLUENT ROOM.** The wet well of the Influent Pump Station is a permitted confined space. It has potential for elevated concentrations of hydrogen sulfide gas and may have other confined space characteristics. When the wet well is not force ventilated, typical hydrogen sulfide gas concentrations in the wet well are between 0 and 10 ppm, with occasional peaks to approximately 15 ppm, and rare peaks to 30 ppm. In the past, when the wet well is properly force ventilated, there have not been hydrogen sulfide gas concentrations above OSHA permissible levels.
4. **ENTRY INTO WET WELL DURING JOB WALK.** City's consultant, V&A Associates, will have authority of Wet Well Entry and all entrants shall follow V&A directions. The following will be provided by the City or its consultants:
 - a. Safety discussion.
 - b. Air monitoring.
 - c. Attendant and Supervisor.
 - d. Forced air ventilation system.
 - e. Escort for entrants.
5. **WET WELL ENTRANT RESPONSIBILITES.** Entrants are required to provide the following:
 - a. Certificate of Completion of a Confined Space Entry course that satisfies Federal and State OSHA requirements.
 - b. Full body harness.
 - c. Flashlight.
6. **GENERAL:** No other pre-bid meetings or job site visits will be scheduled.

The City of Manteca has contracted with Stockton Blue - Planwell Department to reproduce and distribute the Contract Documents for this project. Stockton Blue's contact information is: 1421 N. El Dorado Street, Stockton, Ca 95202, phone: 209-464-8724, fax: 209-464-8739, www.stocktonblue.com. The cost of reproduction and delivery is to be calculated by Stockton Blue, and charges are non-refundable whether or not the Contract Documents are returned.

BIDDERS MUST SUBMIT BIDS ON A HARD COPY OF THE BID PROPOSAL FORMS PROVIDED IN THE CONTRACT DOCUMENTS.

Planholders lists and project information are available on the Internet at:

<http://www.ci.manteca.ca.us/pwt/engdiv/projeng/phl.asp>

or

<http://www.stocktonblue.com>

Questions regarding the contract documents shall be submitted in writing to:

Koosun Kim, P.E.
Civil Engineer
City of Manteca
Department of Public Works
Phone: (209) 456-8400
Fax: (209) 923-8940
email: kkim@ci.manteca.ca.us

The City will post all bid-related questions and answers on its web site at:

http://www.ci.manteca.ca.us/pwt/engdiv/projeng/2013_QA.asp

Refer to this web address periodically as it will be updated with bid-related questions and answers until **2:00 p.m. on November 6, 2013**. The questions and answers posted at the web address above shall form part of the Contract Documents.

Bidding procedures are prescribed in the contract documents. Bids shall only be executed upon the bound bid forms provided (blue pages), which are a part of said contract documents. Bid guarantee in an amount not less than ten percent (10%) of the total bid dollar amount and conforming to the prescribed bidding procedures is required to be submitted with each bid, as a guaranty to be forfeited should the bidder, if awarded the contract, fail to enter into the same, or fails to furnish in a timely manner the bonds and/or proof of insurance.

Pursuant to the provisions of California Labor Code Section 6707, each bid submitted in response to this Invitation to Bid shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its actions pursuant to this bid item shall not impose tort liability on the City, the Engineer, the Construction Manager, and their employees, agents, and subconsultants.

Pursuant to Section 1770, et. seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the City of Manteca Public Works Department, 1001 West Center Street, Manteca, CA which copies will be made available to any interested party on request.

Pursuant to Public Contract Code Section 22300, for moneys earned by the Contractor and withheld by the City of Manteca to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300.

All bidders shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. In accordance with provisions of California Public Contract Code Section 3300, the City has determined that the **Contractor shall possess a valid Class A license** at the time that the bid is submitted. Failure to possess the specified license shall render the bid non-responsive.

The successful bidder will be required to furnish a Payment bond in the amount equal to one hundred percent (100%) of the Contract price, as well as a Faithful Performance Bond, in the amount equal to one hundred percent (100%) of the Contract price. All bonds submitted shall be from admitted sureties.

Each bidder shall submit with its bid a statement setting forth its experience on the forms included in the Bid Proposal.

Telephones will not be available to bidders for the preparation of the bids or for calling in bid results. Bid forms received after the designated time will not be accepted. Bidders and their authorized agents are invited to attend the bid opening.

No bidder may withdraw its bid for ninety (90) days after the date set for the opening of bids.

The successful bidder must insure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference, marital status, and comply with the Americans With Disabilities Act.

The City reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of the City; and waive any irregularities in the bids. Each bid must be signed by or on behalf of the bidder and must be enclosed in a SEALED ENVELOPE with the following information on the outside:

1. Name and address of bidder
2. Project for which the bid is being submitted
3. Date and time of bid opening

The envelope shall be addressed to the City of Manteca, City Clerk, 1001 West Center Street, Manteca, California 95337.

Dated: _____ City of Manteca

Karen McLaughlin, City Manager

****END OF SECTION****

SECTION 00100

INSTRUCTIONS TO BIDDERS

1.00 WORK TO BE DONE

It is the intention of the City to construct improvements as shown and set forth on the plans, and in the particular locations shown on the plans. All of the work is particularly set forth in the plans and specifications, and all of said work, together with all other work incidental thereto, is included.

The work includes the furnishing of labor, materials, incidentals and equipment necessary for the construction of the Influent Pump Station Rehabilitation Project. The Bidder shall be required to provide, at its own cost and expense, all necessary insurance, as required by law or these specifications, and shall pay the cost and expense of any and all incidental matters herein required.

2.00 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with the contract documents. The submission of a bid shall constitute an acknowledgment, upon which the City may rely, that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve it from any obligation with respect to its proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents.

3.00 INSPECTION OF SITE

Bidders are required to inspect the site of the work to satisfy themselves by personal examination or by such other means, as they may prefer, of the location of the proposed work, and of the actual conditions, including subsurface, of and at the site of work. If, during the course of its examination, a bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the bidding documents, the Bidder may apply to the City, in writing, for additional information and explanation before submitting its bid.

Submission of a bid by the bidder shall constitute conclusive evidence that, if awarded the Contract, it has relied and is relying on its own examination of (1) the site of the work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the work and on its own knowledge of existing facilities on and in the vicinity of the site of the work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the bid, the plans, the specifications, and the other contract documents.

The information provided by the City is not intended to be a substitute for, or a supplement to the independent verification by the bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the bidder.

4.00 **INTERPRETATION OF CONTRACT DOCUMENTS**

No oral representations or interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing and received at least ten (10) days before the time announced for opening the bids to:

City of Manteca
Attention: Mr. Koosun Kim, P.E.
1001 West Center Street
Manteca, CA 95336
Fax: (209) 923-8940
Email: kkim@ci.manteca.ca.us

Requests to clarify possible ambiguous or incomplete statements or designs require issuance of an addendum by the City for the interpretation to become effective. All requests for clarifications shall be made in writing.

5.00 **POSTPONEMENT OF OPENING**

The City reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Invitation to Bid. Postponement notices shall be mailed to plan-holders of record in the form of an addendum.

6.00 **OPENING OF BIDS**

All bids, irrespective of any irregularities or informalities, if received on time, will be opened and publicly read aloud at the time and place set forth in the Invitation to Bid. Bidders, their representatives and other interested persons may be present at the opening and reading of bids.

Any bids received after the scheduled closing time as set forth in the Invitation to Bid or as postponed by addenda will be considered non-responsive and will not be opened. Any such bids will be returned unopened to the Bidder. The public reading of each bid will include at least the following:

- A. Name and address of bidder.
- B. The total amount of bid.
- C. The nature and amount of the security furnished with the bid.

7.00 PREPARATION OF BID FORMS

Bid shall be made on the bound bid forms (blue pages) provided in the contract documents and must be submitted at the time and place stated in the Invitation to Bid. All blanks in the bid forms must be appropriately filled in either in ink or typed, and all prices must be stated in figures. All bid forms must be submitted in sealed envelopes bearing on the outside the name of the bidder, its address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that its bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. City shall not be responsible for errors or omissions in the bid. Bidders shall write their names on each bid form at the space provided.

To ensure submittal of a complete bid, bidders are encouraged to NOT detach the bid forms (blue pages) from the bound contract documents and to submit the volume of specifications.

8.00 BIDDER'S SIGNATURE AND AUTHORITY

If the bid is made by an individual, this person's name, signature, and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership, a list of the general partners, and the signature of at least one of the general partners must be shown, if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the bid is made by the corporation, a certified copy of the bylaws or resolution of the Board of Directors of the corporation shall be furnished showing the authority of the officer or agent signing the bid to execute Contracts on behalf of the corporation. If the bid is made by a joint venture, the bid shall be signed by a representative of one of the joint venture firms. Additionally, the bid shall include a copy of the resolution or agreement empowering the representative to execute the bid and bind the joint venture.

9.00 ERASURES AND CORRECTIONS

The bid submitted must not contain any erasure, interlineations, or other corrections unless each such correction is suitably authenticated by affixing, in the margin immediately opposite the correction, the initials of the person or persons submitting the bid.

10.00 BID IRREGULARITIES

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative bids, omissions, or any other modifications of the bid form which are not specifically

called for in the contract documents may result in rejection of the bid by the City, as not being responsive to the Invitation to Bid. No oral or telephonic modification of any bid submitted will be considered.

11.00 MODIFICATION OF BID

On written request filed with the City, a bid already received may be modified or withdrawn at any time prior to the time established for receiving bids. The request must be executed by the bidder or its authorized representative as described in Paragraph 00100-8.00, **BIDDER'S SIGNATURE AND AUTHORITY**. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid. Withdrawal of a bid does not prejudice a bidder's right to submit a new bid within the time designated for the submission of bids. No bid may be withdrawn after the scheduled closing time except as provided in Paragraph 00100-12.00, **WITHDRAWAL OF BIDS**.

12.00 WITHDRAWAL OF BIDS

In accordance with Public Contract Code 5103, within five days after the opening of bids, a bidder may withdraw its bid providing the bidder can establish to the City's satisfaction that a mistake was made in preparing the bid. A bidder desiring to withdraw shall give written notice to the City, specifying, in detail, how the mistake occurred and how the mistake made the bid materially different than it was intended to be. Withdrawal will not be permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the work or in reading the contract documents.

13.00 ADDENDA

Addenda issued during the time of bidding shall become a part of the documents furnished bidders for the preparation of bids, shall be covered in the bids, and shall be made a part of the Contract. Each bid shall include specific acknowledgment in the space provided of receipt of all Addenda issued during the bidding period. Failure to so acknowledge may result in the bid being rejected as not responsive. Failure of any bidder to receive such Addenda shall not be grounds for non-compliance with the terms of the instructions.

14.00 BID PRICES

Bid prices shall include everything necessary for the completion of the work including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include allowance for all federal, state and local taxes.

In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid. In the event that the product of

a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amount quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

The award of contract, if it is awarded, will be awarded to the lowest responsive, responsible Bidder whose proposal complies with all the requirements prescribed.

15.00 **BID GUARANTY**

The bid form shall be accompanied by a bid guaranty bond provided by an admitted surety insurer authorized to carry on business in the State of California with a minimum A - Class IV rating with Best's Rating Guide for payment to the City or meeting the following minimum requirements:

If the Best's Rating for any surety company who has furnished a bid guaranty for the bidder is less than A - Class IV and/or not Treasury Rated, bidder may be required to, within 5 working days of bid opening, submit to the City an original or certified copy of each of the following documents for each surety company which has furnished a bid guaranty for that bidder:

1. Appropriate authorization of the signatory to execute each bid guaranty.
2. A certificate of authority issued by the State Insurance Commissioner.
3. A certificate from the County Clerk that the above certificate is not ineffective; and
4. The surety company's financial statement for the prior quarter as specified in Section 995.670 of the California Code of Civil Procedure.

Simultaneously with the submission of the documents described in the preceding paragraphs, the bidder shall also submit an affidavit or declaration, under penalty of perjury under the laws of the State of California, demonstrating the following facts for each bid guaranty submitted or to be submitted on the bidder's behalf.

1. That the surety company's assets exceed its liabilities by more than the amount of the bid guaranty or guaranties submitted on the bidder's behalf, and
2. That in issuing the bid guaranty or guaranties submitted on the bidder's behalf, the surety company shall be in full compliance with California Insurance Code Section 12090, supported by appropriate references to the surety company's most

recent financial statement on file in the office of the State Insurance Commissioner.

Any bidder wishing to object to the sufficiency of any surety company used by another bidder shall comply fully with the provisions of Section 995.650 of the California Code of Civil Procedure.

The bid guaranty bond shall be in the sum of at least ten (10) percent of the total amount of the bid price, or, alternatively, by a certified or cashier's check, payable to the City in the sum of at least ten (10) percent of the total amount of the bid price. The bid guaranty bond shall be provided on the form included in Section 00410, BID GUARANTY BOND, of these contract documents.

The amount payable to the City under the bid guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the City as liquidated damages in case of a failure or neglect of the bidder to furnish, execute, and deliver to the City the required performance and payment bonds, evidences of insurance, and to enter into, execute, and deliver to the City the Agreement on the form provided herewith, within ten (10) calendar days after receiving written notice from the City that the award has been made and the Agreement is ready for execution.

The bid guarantees of the three lowest bidders will be retained until the Agreement is signed, evidence of insurance provided, and satisfactory bonds furnished or other disposition made thereof. The bid guarantees of all bidders except the three lowest responsive bids will be returned within 15 calendar days after the bids are opened.

16.00 QUALIFICATION OF BIDDER

Each bidder shall complete and submit with their bid Section 00420, CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS.

Upon the request of City, any bidder whose bid is under consideration for the award of the Contract shall promptly submit satisfactory evidence showing the bidder's financial resources, its construction experience, and its organization's availability for the performance of the Contract.

The bidder may be required to establish, to the satisfaction of the City, the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the contract documents.

17.00 **SUBCONTRACTORS**

In accordance with California Public Contracting Code Section 4100, et. seq., the bidder shall list, in Section 00430, **PROPOSED SUBCONTRACTORS**, the name, portion of work to be performed, and location of the place of business for the following.

Each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, in an amount in excess of one-half of one percent of the bidder's total bid,

Any subcontractor licensed by the State of California who, under subcontract to the bidder, will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid.

Failure to list the subcontractors defined in subparts 1) and 2) above will render the bid non-responsive and will be grounds for rejection of the bid. Failure to comply with the provisions of the California "Subletting and Subcontracting Fair Practices Act" shall make the Contractor subject to the sanctions as set forth in the Act.

18.00 **SUBSTITUTIONS DURING BIDDING**

Manufacturers or suppliers of materials and equipment may offer an alternative product to the Contractor and request that alternatives to specified products be considered equal. Inclusion of such alternatives in the bid is the responsibility of the Contractor. Inclusion should only be considered if the Contractor believes the offered alternative is equal in quality and performance to the specified product. After award of the Contract, such offers of alternative products will be reviewed and processed as a substitution as provided under Section 00700, **GENERAL CONDITIONS**.

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

No person, firm, or corporation, under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. Pursuant to Public Contract Code Section 7106, bidders shall execute and furnish with their bids Section 00480, **NON-COLLUSION AFFIDAVIT**. Reasonable grounds to believe that any individual, partnership, corporation, or combination is interested in more than one bid for the proposed work may cause rejection of all bids in which that individual, partnership, corporation, or combination is interested,

A person, firm, or corporation may, however, submit subproposals or quote prices on materials to more than one bidder.

20.00 SHEETING, SHORING AND BRACING

Pursuant to the provisions of California Labor Code Section 6707, each bid submitted shall contain, in the bid item indicated, the amount included in the bid for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its actions pursuant to this bid item shall not impose tort liability on the City, the Designer, the Construction Manager, or their employees, agents, and subconsultants.

Pursuant to California Labor Code Section 6705, the Contractor shall submit a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

21.00 WAGE RATES

Pursuant to provisions of the Labor Code Section 1770, et. seq., of the State of California, the Director of the Department of Industrial Relations has ascertained the prevailing rate of wages of the locality in which the Work is to be performed and applicable to the work to be done. Copies of these wage determinations are on file with the City.

Bidders shall promptly notify the City, in writing, about all the classifications of labor not listed in the prevailing wage determinations but necessary for the performance of the Work, before bids are submitted.

22.00 OFFER OF ASSIGNMENT OF ANTITRUST ACTIONS

As provided by Section 7103.5, of the California Public Contract Code, in entering into a public works contract or subcontract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest in, and all causes of action it may have under Section 4 of the Clayton Act (15 U. S.C. Section 15) or under the Cartwright Act (Chapter 2) commencing with Section 16700 (of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

23.00 ASSIGNMENT OF CONTRACT

Any attempted assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Contractor, is void unless

such assignment has had prior written approval of City and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

24.00 **REJECTION OF BIDS**

The City reserves the right, at its sole discretion, to reject any and all bids and further reserves the right to reject any bids which are: a) non-responsive (e.g.: bids which are incomplete, obscure, or irregular-, bids which omit a bid on any one or more items on which the bids are required, bids which are unbalanced-, bids accompanied by insufficient or irregular bid guaranties), b) any bids from bidders who have previously failed to perform properly or to complete on time contracts of any nature with the City; or c) any bid which fails to provide satisfactory documentation of the bidder's qualifications as required by Section 00100-16.00, QUALIFICATION OF BIDDER. The City reserves the right to waive irregularities.

25.00 **BONDS AND INSURANCE**

The successful bidder, simultaneously with the execution of the Agreement, will be required to furnish a Payment Bond on forms provided by the City in an amount equal to one hundred percent (100%) of the Contract Price, a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price, the Workers Compensation Insurance Certificate, and evidences of insurance. Said insurance and bonds shall only use the forms attached and shall be secured from a surety company satisfactory to City with a minimum A -Class IV rating with Best's Rating Guide or meeting the following minimum requirements:

If the Best's Rating for any surety company from which the bidder intends to procure the payment bond, performance bond, or both, is less than A - Class IV and/or not Treasury Rated, bidder may be required to, within 5 working days after bid opening, submit to the City an original or certified copy of each of the following documents for each surety company from which the bidder intends to procure such bond or bonds:

1. Appropriate authorization of the signatory to execute each bond.
2. A certificate of authority issued by the State Insurance Commissioner.
3. A certificate from the County Clerk that the above certificate is not ineffective; and
4. The surety company's financial statement for the prior quarter as specified in Section 995.670 of the California Code of Civil Procedure.

Simultaneously with the submission of the documents described in the preceding paragraphs, the bidder shall also submit an affidavit or declaration, under penalty of

perjury under the laws of the State of California, demonstrating the following facts for the bond or bonds submitted or to be submitted on the bidder's behalf

1. That the surety company's assets exceed its liabilities by more than the amount of the bond or bonds submitted on the bidder's behalf, and
2. That in issuing the bond or bonds submitted on the bidder's behalf, the surety company shall be in full compliance with California Insurance Code Section 12090, supported by appropriate references to the surety company's most recent financial statement on file in the office of the State Insurance Commissioner.

Any bidder wishing to object to the sufficiency of any surety company used by another bidder shall comply fully with the provisions of Section 995.650 of the California Code of Civil Procedure.

The form of Agreement, as provided in Section 00500, AGREEMENT, which the successful bidder as Contractor will be required to execute, and the forms of bonds as provided in Sections 00610, FAITHFUL PERFORMANCE BOND and 00620, PAYMENT BOND, which it will be required to furnish, shall be carefully examined by the bidder. The Faithful Performance Bond is to secure the faithful performance of the Contract, and the Payment Bond is to secure the payment of those to whom the bidder may become legally indebted for labor, materials, tools, equipment, or services of any kind used or employed by the bidder in performing the work.

26.00 **AWARD OF CONTRACT**

Within ninety (90) calendar days after the time of opening of the bids, the City will act either to accept a bid, to reject all bids or with the consent of the bidders and their sureties to extend the time in which the City may act. The acceptance of a bid will be evidenced by a Notice of Award of Contract in writing, delivered in person or by certified mail to the bidder whose bid is accepted. No other act of City will constitute acceptance of a bid. The issuance of a Notice of Award of Contract shall obligate the bidder whose bid is accepted to furnish performance and payment bonds and evidences of insurance, and to execute the Agreement in the form set forth in the contract documents. The Agreement will require the completion of the work according to the contract documents.

If award is made, it will be based on the lowest responsive, responsible bid.

27.00 **EXECUTION OF CONTRACT**

The Agreement shall be executed by the successful bidder and returned, together with the Contract bonds and evidences of insurance, within ten (10) days after receiving written Notice of the Award of the Contract. Time is of the essence in this regard. After execution by City, one copy of the Agreement shall be returned to Contractor.

Failure or refusal to enter into a Contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and the forfeiture of the proposal guaranty. If the successful bidder refuses or fails to execute the agreement, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the agreement, the City may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the agreement, such bidder's guarantees shall be likewise forfeited to the City. The work may then be re-advertised.

28.00 CONSTRUCTION DOCUMENTS

Within five (5) days after the execution of the Agreement by the City, the City will furnish the Contractor five copies of the Specifications, full and, if available, half-size plans. The Contractor may obtain additional copies from Stockton Blue.

****END OF SECTION****

