



City of Lompoc
INVITATION TO BID NO. 2543
Replace Main Line Sewer and Install Service Laterals
Dated: December 23, 2009

The City of Lompoc is soliciting bids to provide all labor and materials to excavate and replace sewer pipe line and install service laterals. **Bids must be received by 3:00 p.m., January 12, 2010.** BIDS MUST BE DELIVERED TO:

City of Lompoc
Purchasing Division
1300 West Laurel Avenue
Lompoc, California 93436

In order to be sure that you are listed as an "Registered Bidder" and advised of any changes please complete and fax to this office the "Registered Bidder Information Sheet" today before you prepare and send your bid. Not returning the Registered Bidder Information Sheet may be a reason for disqualification.

It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the Purchasing Office prior to bid opening time. Late bids will be returned to the bidder unopened. The receiving time in the Purchasing Office will be the governing time for acceptability of bid. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

BIDS WILL NOT BE ACCEPTED BY TELEPHONE OR FACSIMILE MACHINE.


Adrienne Boyd
Buyer/Purchasing Assistant

Published: 12/31/2009

1. SCOPE OF WORK.

- i) Excavate and replace 6" clay sewer line (approx. 280') with 8" SDR PVC pipe, at 225 to 300 South 'G' Street
- ii) Install 15 service laterals
- iii) Install 8" pipe to match invert to maintenance hole 06-004 upstream.
- iv) Depth of trench is 5' to 6'. Two sack slurry will be required on Hickory Avenue from 06-004 to alley. Bedding material will be float rock 12" below and 6" above. All other fill to be base material, compacted with sheeps foot. No compaction testing required.
- v) Contractor will be responsible hauling off excavated material and hauling in fill materials to and from job site (V&J Transportation, 1655 North 'V' Street). Asphalt replacement to be same as removed.
- vi) City supplies all materials except asphalt. All work to follow City Standards. NOTE: Refuse service is on Friday.

2. QUALIFICATIONS OF CONTRACTOR. Contractor shall be familiar with all aspects of the work outlined in these specifications and shall possess an A, General Engineering Contractors license. Contractor shall have a minimum of 5 years experience and shall provide a minimum of three references of **similar work completed within the last three years** with the submitted bid. This information will be used in the overall evaluation of the bids.

a) Please answer the following questions regarding your company's experience:

- i) Does your company possess at least five (5) years experience in performing work in/on sanitary sewer systems? Yes No
- ii) Do the references provided indicate this experience? Yes No

3. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. Contractor shall perform all work in strict accordance with all Federal, State, and local regulations. Contractor shall also obtain all permits required for the performance of the work outlined in these specifications.

4. SAFETY. Job site safety, both during and after working hours, is the sole responsibility of the Contractor. The Contractor, his employees and subcontractors shall be familiar with and comply with all applicable safety regulations and guidelines. The Contractor shall also provide for and ensure public safety around the site both during and after work hours. This shall include the provision of traffic control for the work site.

5. CONTRACTOR'S EQUIPMENT. The Contractor shall provide all necessary equipment, tools, and appurtenances for the timely completion of the work. Contractor's equipment shall be in complete and safe operating condition, and shall be appropriately maintained and operated during the project.

6. SCHEDULE. Work shall begin no later than seven (7) days after notice to proceed (NTP).

7. PAYMENT. Payment will be made according to the unit price schedule in the contract based on the actual unit quantities expended as determined by the OTR. Payment for lump sum items shall be made only upon satisfactory completion of the entire task.

8. PAYMENT OF PREVAILING WAGES. Included herein by reference are the provisions of California Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor agrees to comply with all of the above-referenced provisions applicable to the performance of its work on this project. Specifically, the contractor agrees to: (1) Pay all workers not less than the general prevailing rate of wages. (2) Submit certified payroll in accordance with <http://www.cityoflompoc.com/ManagementServices/purchasing/policies.htm>.

9. Bid Guarantee/Deposit: All bids shall be accompanied by cash, a money order, or a cashier's certified check, payable to the order of the City, amounting to ten percent (10%) of the bid, or by a bond in said amount and payable to said City, signed by the bidder and a corporate surety, or by the bidder and two sureties who shall justify before any officer competent to administer oaths, in double said amount over and above all statutory exemption.

10. Performance Bond: Successful bidder shall furnish within eight (8) consecutive calendar days after written Notice of Award, a Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the contract. In the event the bidder to whom an award is made fails or refuses to perform under or to execute the contract, if required, within eight (8) calendar days from the date of receiving notification of award, the City may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award to the next lowest bidder, or may call for new bids.

11. Labor and Materials Bond: Successful bidder shall furnish within eight (8) consecutive calendar days after written Notice of Award, a Labor and Materials Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

12. The offer and bid will be open for 60-calendar days after opening.

13. All vendors who work within city limits of the City of Lompoc are required to have a Business Tax License. If you do not have a Business Tax License please contact the Lompoc City Clerk (805) 875-8242.

Do you conduct business in an office with a physical location within the City of Lompoc and therefore claim local vendor preference? Yes No

City of Lompoc Business Tax License Number: _____

Business Name, within the City of Lompoc: _____

Business Address within the City of Lompoc: _____

Warranty Period: _____.

The following discounts will be considered in award of bid:

Discount for payment of invoice within 20 days of receipt of invoice _____%.

Relative to supplying labor and material and for this bid: **The undersigned** agrees to perform the work, therein described, in accordance with the attached specifications, instructions, and conditions, in the time, form, and manner provided by law at bid price herein.

Total Base bid price including all labor, materials services, labor, insurance, Bond Costs, equipment and incidentals required for the work specified by this bid. Spell out in words your bid:

Dollars	
\$	
Proposed start date	
Proposed completion date	

CONTRACTOR'S LICENSE: The bidder to whom this quotation or bid is awarded must possess an appropriate and valid California Contractor's License at time of award. Bidders must indicate their contractor's license number, classification and expiration date on their bid.

Contractor Name	Contractor License No.
Classification	Expiration Date
The bidder is a/an (Corporation Partnership, or Individual) Organized and existing Under the laws of the State of:	
And doing business as:	
Date Submitted	

The undersigned has examined the site and all bidding documents and agrees:

To execute a satisfactory agreement between the City of Lompoc and the Contractor and to provide a bid bond, performance bond, a labor and materials bond, and certified proof of insurance coverage to the City for work in accordance with this bid document within 14 calendar days after notice of award.

We hereby certify that:

- This bid was not made in the interest of or on behalf of any undisclosed person, partnership, association or corporation.
- This bid is genuine and not collusion or sham; and that we did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid.
- We have not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Lompoc, or any other bidder or anyone else interested in the proposed contract; and further,
- Did not, in any manner, directly or indirectly, seek by agreements, communications, or conference with anyone to raise or fix any overhead, profit, or cost element of this bid price, or that of anyone else.

ORIGINAL BID DOCUMENT MUST INCLUDE AN ORIGINAL SIGNATURE.
 UNSIGNED BIDS WILL NOT BE CONSIDERED.

Submission of a signed bid will be interpreted to mean that bidder has read the entire document and agrees to all of the terms and conditions set forth in all the sheets that make up this invitation.

Company Name	Signature Of Authorized Representative
Address	Name And Title (Please Print)
City, State And Zip Code	E - Mail Address
Phone Number	Web Page
Fax Number	Date

BID BOND

(Not required if certified or cashier's check accompanies the bid)

KNOW ALL MEN BY THESE PRESENTS

THAT WE, _____ as Principal, and _____, as Surety, authorized and licensed to transact business in the State of California, do hereby acknowledge ourselves to be held and obligated as joint Obligors to the CITY OF LOMPOC, as Obligee, in the sum of ten percent (10%) of the aggregate amount bid by the principal. Said Principal and Surety do hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally by this bond.

WHEREAS, said Principal is about to submit to the City of Lompoc the foregoing bid or proposal for performance of the work therein mentioned, which includes the furnishing of all materials in compliance with the specifications and plans, if any, under the Notice Inviting Bids/Proposals from said City of Lompoc.

NOW, THEREFORE, if the bid or proposal of the Principal is accepted and awarded to said Principal by the City of Lompoc

and if said Principal fails or neglects to enter into a contract and/or to execute the required bonds in connection with the contract within thirty (30) days after the contract is awarded to said Principal, then, the above-named Obligors shall pay to said Obligee the aforementioned sum of **ten percent (10%)** of the aggregate amount bid, as liquidated damages for such failure or neglect.

THIS AGREEMENT shall be binding on the Principal and Surety executing the same, their legal representatives, successors, and assigns.

EXECUTED this _____ day of _____ 2010

Witness	PRINCIPAL
Typed Witness Name	By:
	Signature/Title (CORP. SEAL)
Witness	SURETY
Typed Witness Name	By:
	Signature/Title
(CORP. SEAL)	Attorney in Fact
Notary	

NOTE: ALL SIGNATURES MUST BE NOTARIZED AND CORPORATE SEALS AFFIXED TO THIS BOND. ATTORNEY-IN-FACT MUST ATTACH A POWER OF ATTORNEY FROM THE SURETY.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ as Principal, and firmly bound unto the City of Lompoc in the sum of _____ said sum being the amount of the following described contract, to be paid to the said City, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT WHEREAS, the City of Lompoc, State of California, by formal action the ____ Day of _____, 2010, awarded to said principal a contract for the repair of mine line sewer in strict conformity with plan and special provisions, **Bid No. 2543** and whereas, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract.

NOW THEREFORE, if the above bounden Principal, his, her or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Lompoc, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contractor to the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the day of _____, 2010.

(Seal)

Principal (Seal)

Surety (Seal)

Address

NOTE: Signature of person executing for the Surety must be properly acknowledged.

**CITY OF LOMPOC
LABOR & MATERIALS BOND**

KNOW ALL MEN BY THESE PRESENTS: That _____ of _____ as Principal, and _____, a Surety authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto CITY OF LOMPOC, CALIFORNIA, as Obligee, in the sum of _____ (\$ _____), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the condition of the foregoing obligation is such that the above-bounden Principal was, by formal action of the City of Lompoc, State of California on _____, 2010, awarded a Contract with the City of Lompoc, the terms of which are incorporated herein by this reference, in strict conformity with the Contract Documents entitled Invitation to Bid No. 2543, Replace Main Line Sewer and Install Service Laterals.

and whereas said Principal is required under the terms of said Contract to furnish a bond for the Labor and material of said Contract.

NOW, THEREFORE, if the above-bounden Principal or subcontractor fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amount due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Sections 1320, et seq. of the Unemployment Insurance Code of the State of California, with respect to such work and labor, then the Surety will pay for the same, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

And said Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any way affect its obligations under this bond, and surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work.

SIGNED and SEALED this _____ day of _____, 2010

(Name of Principal)

By: _____

Address to which notices to Surety should be sent:

Title: _____

(Seal)

Surety

By: _____

Attorney-in-Fact

(Attach Notary Acknowledgment for Attorney-in-Fact)



**INDEMNITY AND INSURANCE REQUIREMENTS
ATTACHMENT "A"
(Example)**

The City of Lompoc requires that you furnish and maintain current certificates of insurance in the name as it appears on the purchase order for the duration and term of that contract within the scope and limits of the Indemnity and Insurance Requirements listed here. The certificates and endorsements are to be signed by a person authorized by the insurers to bind coverage on their behalf.

You must provide a separate endorsement naming the City as an additional insured referencing your name and policy number. Examples of such endorsements are ISO CG 25 04 11 85, ISO CG 25 03 11 85, ISO CG 25 01 11 85. You must secure the following insurance coverage to protect the City from claims brought against the City, employees, authorized representatives, agents, or third parties.

1. Worker's Compensation Insurance in an amount not less than \$1,000,000 per occurrence as required by State of California statutes, and employer's liability insurance (including disease coverage). Insurer shall waive all rights of subrogation against the City, its employees, representatives, and agents.
2. Automobile Liability Insurance with coverage for any vehicle including those owned, leased, rented, or borrowed. This insurance shall have an endorsement naming the City as Additional Insured and with a standard cross-liability clause or endorsement. The limit amount for this insurance shall be not less than \$500,000 per occurrence combined single limit for bodily injury and property damage.
3. General Liability Insurance including premises and operations, products, completed operations, contractual liability, independent contractors, and broad form property damage coverages. This insurance shall be on a commercial insurance, occurrence form with an endorsement naming the City as Additional Insured and with a standard cross-liability clause or endorsement. The limit amount for this insurance shall be not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

The insurance policies described above shall include the following provisions or have added by endorsement:

1. The coverages shall be primary, and no other insurance or self-insurance such as may be utilized by the City shall contribute to a loss under these policies.
2. The policies shall not be canceled or materially altered without 30 days prior written notice to the City. The insurers utilized shall conform to the following terms:
 1. Insurers shall have at least an "A-" policyholder's rating and a "VII" financial rating in accordance with the most current Best's Key Rating Guide.

2. Vendor shall furnish the City, within ten (10) calendar days of receiving Notice of Award, or a Request for Insurance letter, and not less than two (2) working days prior to the commencement of the work, with adequate certificates of insurance and with original endorsements affecting coverage as will demonstrate that the provisions and/or requirements of this section have been complied with.

The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Return the completed form by fax to (805) 735-7628. Please send insurance certificates to:
City of Lompoc
Purchasing Division
1300 West Laurel Avenue
Lompoc, CA 93436

Company Name	Signature Of Authorized Representative
Address	Name And Title (Please Print)
City, State And Zip Code	Email Address
Phone Number	Fax Number

ATTACHMENT B
City of Lompoc, Bidder References

List and describe fully the last three contracts performed by your firm that demonstrate your ability to provide the supplies, equipment, or services included with the scope of the Proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1	
Customer Name:	
Address:	
Contact Individual:	Phone No:
Contract Amount	Year:
Description of Supplies, Equipment, or Services Provided:	
Reference No. 2	
Customer Name:	
Address:	
Contact Individual:	Phone No:
Contract Amount	Year:
Description of Supplies, Equipment, or Services Provided:	
Reference No. 3	
Customer Name:	
Address:	
Contact Individual:	Phone No:
Contract Amount	Year:
Description of Supplies, Equipment, or Services Provided:	

GENERAL TERMS AND CONDITIONS

1. **ISSUANCE OF BID:** This bid request creates no obligation on the part of the City and the City reserves the unconditional right, at its option, to either reject all proposals or waive any irregularities or informalities therein.
2. **BID SUBMISSION:** Proposals must be mailed or delivered in sealed envelope and must be labeled with the ***Name of Bidder, Bid Title, and Date and Time of Opening***. Prices shall be printed or typewritten. Mistakes may be crossed out and corrections printed adjacent and initialed by person signing the bid. Bidders must complete and return the Exceptions to Specifications page of the specification page(s) in order to be considered.
3. **MORE THAN ONE BID:** More than one bid is allowed.
4. **BID VALIDITY/WITHDRAWAL:** Prices shall remain valid for ninety (90) days from date of opening and be inclusive. Proposals submitted may be withdrawn by written request received BEFORE the hour set for opening. No bidder may withdraw their bid after the time set for opening.
5. **QUESTIONS:** Questions may be submitted, by written request, for an interpretation or correction thereof. Fax or email inquires to: Adrienne Boyd, Buyer/Purchasing Assistant, (805) 735-7628, a_boyd@ci.lompoc.ca.us.
6. **MATERIAL SAFETY DATA SHEETS:** When applicable, bidders shall conform to California Labor Code, Section 6360 and Title 8 CAC, Section 339 and 5194 and submit MSDS on hazardous substances with bid.
7. **LOWEST APPARENT BIDDER SUBMITTAL REQUIREMENTS:** The lowest apparent bidder may be required to submit the following:
 - a. Proof of authorized distributorship
 - b. A sample or demonstration of any product/unit offered. Samples and/or demonstration must be free of expense to the City.
 - c. City Business Tax number
 - d. PUC permit
 - e. Insurance requirements
 - f. Proof of driver training on hazardous substances
 - g. References
8. **QUANTITY ADJUSTMENT:** When applicable, it is mutually accepted that the quantities defined in this document reflect the approximate City requirements and may be adjusted. City may require and order or reorder more than the quantity listed here by mutual agreement with the prevailing vendor.
9. **COMPLIANCE WITH LAWS:** All proposals shall comply with current federal, state and local laws relative thereto, including applicable Federal and State Occupation Safety and Health laws and that Seller will indemnify and hold the Buyer harmless for any failure to so conform.
10. **CONTRACT LIMITATIONS:** Any resulting contract shall be limited to all terms and conditions herein, including any general and special conditions and instructions, purchase order or other documents issued by the City.
11. **NEW/UNUSED AND LATEST MODEL:** Bidders shall provide pricing on new and unused items, material and/or units specified unless otherwise stated in specifications.
12. **WARRANTIES:** Bidder will fully warrant all materials and equipment for a period of not less than one (1) year from date of final acceptance by the City unless otherwise noted. All warranties, standard and extended, shall be shown on any units offered, and all costs related to the servicing of said warranties shall be clearly stated on bid form.
13. **F.O.B. POINT AND SHIPPING CHARGES:** All prices shall be quoted F.O.B. destination Lompoc, California. Any and all shipping, handling and freight charges shall be shown separately and included in the bid unless otherwise noted on bid form. If there are no shipping or handling charges itemized they are assumed to be included in the base price offer and no charges will be paid separately.
14. **CANCELLATION:** Any agreement resulting from an award may be canceled by either party at any time upon thirty (30) days written notice. The City may cancel any agreement WITH CAUSE within ten (10) days written notice to supplier.
15. **LAWS GOVERNING CONTRACT:** The contract shall be in accordance with the laws of the State of California and the County of Santa Barbara is the only appropriate forum for any litigation. In the event a suit or action is instituted arising out of any contract, the prevailing party shall be entitled to receive, in addition to its cost, such sum as the court may adjudge reasonable as to attorney's fees and costs.
16. **TAXES (FEDERAL EXCISE/SALES OR USE/LOCAL PREFERENCE):** The City is exempt from Federal Excise Tax. All taxes, if applicable, shall be shown on bid form page. ALL TAXES; Sales, Use and Local Preference will be a consideration in bid evaluation.
17. **MINORITY BUSINESS ENTERPRISES:** It is the policy of the City that minority business enterprises

shall have the maximum opportunity to participate in the City's bidding requirements.

18. **EQUAL EMPLOYMENT OPPORTUNITY:** It is the policy of the City to promote the full realization of equal employment opportunity.
19. **BID PROTEST:** Interested parties wishing to protest City solicitation documents may obtain a copy of Lompoc Code, Chapter 26, Section 2642, Section 26 by calling the Purchasing Office at (805) 875-8000 or on the City's web site at:
<http://www.cityoflompoc.com/ManagementServices/purchasing/protest.pdf>.
20. **SELL OR ASSIGN:** Contractor shall not have the right to sell, assign or transfer any obligations resulting from the award without the specific written consent of the Purchasing and Materials Manager.
21. **REASONS FOR AUTOMATIC DISQUALIFICATION OF PROPOSALS:**
Failure of bidder to fulfill all basic requirements will result in automatic bid rejection. A Letter of Bid Disqualification is sent to bidder failing to meet any of the requirements. The checklist of reasons for rejection as follows:
- Failure to sign bid document.
 - Failure to ensure bid was received by City of Lompoc Purchasing Offices on or before bid opening date and time and the address specified in the bid.
 - Failure to provide bid security (if required and in the form and amount specified).
 - Failure to attend mandatory bidders' conference or mandatory site inspection.
 - Failure to initial price alterations for one or more items.

- Failure to provide information or other supplemental materials as specified in the RFP or bid.
- Failure to bid on all items when specifically required.

These items are self-explanatory and are applied equally and irrevocably to all vendors and their proposals. Therefore, bidders must be conscientious in fulfilling all requirements in order to have their proposals considered for award.

22. **ENTIRE AGREEMENT** Any Agreement resulting from this Bid will consist of the following documents, in order of precedence, and shall be the entire agreement between parties:
- a. Purchase Order
 - b. CITY's Invitation to Bid
 - c. Attachments
 - d. CONTRACTOR's Bid
23. **TIME OF BID SUBMISSION:** Bids or Proposals shall be submitted so as to be received in the office designated in the request for proposals not later than the exact time set for opening of proposals. Lompoc City Code Section 2603.E. reads "Bid Opening. No bid shall be considered which has not been received at the place, and at or prior to the time, stated in the invitation for proposals." The official time clock for this bid will be the U. S. Naval Observatory (USNO):
<http://www.time.gov/index.html>
- Solicitations opening at 3:00 p.m. PDT will be considered late at 03:00:01 p.m. PDT and will not be accepted or considered. The Purchasing and Materials Manager Agent or his representative designated as the bid opening official shall decide when the time set for bid opening has arrived, and so shall declare to those present. Proposals shall not be publicly opened and read aloud.



“Registered Bidder Information Sheet”
Invitation to Bid No. 2543
Replace Main Line Sewer and Install Service Laterals

**** Closing Date: January 12, 2010 at 3:00 P.M.**

To stay informed of any changes or modifications to this solicitation you must:

- 1. Complete this form (print or type your information).**
- 2. Fax the completed sheet to (805) 735-7628**

(Please type or print)

Company Name	Signature Of Authorized Representative
Address	Name And Title (Please Print)
City, State And Zip Code	Email Address
Phone Number	Fax Number
Date	Web Site Address

Purchasing Division Post Office Box 8001 Lompoc, CA 93438-8001
 1300 West Laurel Avenue Lompoc, California 93436
 Phone: (805) 875-8000 FAX: (805) 735-7628 www.cityoflompoc.com