



City of Atwater

SPECIFICATIONS FOR CALL FOR SEALED BIDS FOR TENANT
IMPROVEMENTS OF AN EXISTING BUILDING FOR THE ATWATER
POLICE DEPARTMENT BID CALL 706-21: PROJECT 19-2

GSP1

CITY OF ATWATER

Request for Proposal:

PROJECT FOR TENANT IMPROVEMENTS OF AN EXISTING BUILDING FOR THE ATWATER POLICE DEPARTMENT

BID CALL NO. 706-21

Notice is hereby given that sealed bids will be received at Atwater City Hall until **2:00 PM** local time, on **Thursday, April 1, 2021** at which time they will be publicly opened and read for the furnishing and delivering of a **PROJECT FOR TENANT IMPROVEMENT OF AN EXISTING BUILDING FOR THE ATWATER POLICE DEPARTMENT**. Please carefully read and follow the instructions. **Bids shall be presented under sealed cover. Clearly marked "Tennant Improvement of an Existing Building, RFP No. 706-21" and bid submittal deadline date on the outside and mailed or delivered to:**

City of Atwater
City Clerk's Office
750 Bellevue Road
Atwater, California

Contact: Michael Salvador, Chief of Police
Phone: 209-357-6298
Fax: 209-358-5256
[E-Mail: msalvador@atwater.org](mailto:msalvador@atwater.org)

Any bidder who wishes their bid to be considered is responsible for making certain that their bid is received by the City Clerk's office by the Bid Submittal Deadline. **NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL), OR FACSIMILE BIDS OR MODIFICATIONS WILL BE CONSIDERED. BIDS RECEIVED AFTER THE BID SUBMITTAL DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

BID SUBMITTAL DEADLINE; 2:00 P.M., THURSDAY, APRIL 1, 2021

BIDS WILL BE CONSIDERED LATE WHEN THE CITY CLERK'S OFFICIAL TIME CLOCK READS 2:00 P.M.

By order of the City Council of the City of Atwater, State of California on February 22, 2021

/s/ Lucy Armstrong

LUCY ARMSTRONG
City Clerk

TABLE OF CONTENTS

Contents

1.	ANNOUNCEMENT:	3
2.	PROJECT DESCRIPTION:	4
3.	PROJECT SCOPE:	4
4.	BID PROCEDURE:	5
5.	JOB WALK:	9
6.	PROPOSED TIMELINE:	9
7.	CONSIDERATION FOR SELECTION:	9
8.	PROJECT UNDERSTANDING AND APPROACH:	11
9.	BID COST AND INSURANCE	11
10.	NONDISCRIMINATION CLAUSES:	11
	EXHIBITS:	16
	EXHIBIT A - SCOPE OF WORK - BASE BID	16
	EXHIBIT "B" SAMPLE NON COLLUSIVE AFFIDAVIT	22
	EXHIBIT "C" SAMPLE STATEMENT OF DISCLAIMER	23
	EXHIBIT "D"	24

1. ANNOUNCEMENT:

The City of Atwater is currently accepting proposals from qualified firms for the completion of tenant improvements for a remodel of the current Police Station. This is a tenant improvement project, which will include, project cost analysis, specifications, construction drawings, materials and labor to remodel and build tenant improvements at the Police Office/Station on existing property in Atwater, California.

Any bidder wishing to submit a bid must comply with the requirements contained in the specifications

To be considered, sealed bids must be submitted by 2:00 PM on April 1st , 2021(the "Solicitation Period").

During the Solicitation Period, the City reserves the right to request additional information or clarifications from bidders or to allow corrections of errors or omissions. At the discretion of the City, contractors submitting bids may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all bids submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a bid indicates acceptance by the contractor of the conditions contained in the specifications, unless clearly and expressly noted in the bid proposal submitted and confirmed in the contract between the City and the contractor selected.

A contract may be awarded to the responsible contractor who best meets the City's needs by demonstrating the competence, and qualifications necessary for the satisfactory performance of the required services, shall not necessarily be based on the lowest-priced proposal, but shall be based on a determination of which services offered serve the best interest of the City, except as otherwise provided by law, taking into consideration adherence to the included specifications. A contract may be awarded to the next responsible contractor if the successful contractor refuses or fails to execute the contract. All Service Providers that were not selected by the City shall be notified in writing. Nothing herein shall obligate the City to award a contract to any responding Service Provider. Any contract awarded will be nonexclusive, and the City reserves the right to seek services from other sources, in the City's sole discretion.

Any Bidder wishing to submit a bid must comply with the requirements contained in the specifications.

All bids shall be in writing. Any exceptions to the requirements stated herein shall be clearly stated in the submittal and may be grounds for being declared non-responsive.

Questions about the project and/or RFP process should be addressed to Michael Salvador, Chief of Police, at 750 Bellevue Road, Atwater, CA 95301. Email, msalvador@atwater.org.

2. PROJECT DESCRIPTION:

Atwater is a city on State Route 99 in Merced County, California. Atwater is 8 miles (13 km) west-northwest of Merced. The city has a total area of 6.1 square miles.

The City owns a 12,000 sq ft building at 750 Bellevue Road, Atwater, Ca. This site currently houses both City Administration and the Police Department.

The Police Department is requesting to bids to relocate and install a new front counter, relocate, and reconfigure a public restroom, remove a wall creating a new communications center, repurpose space for a new locker room, reallocate space for an executive office and filling in an existing front counter to create a new wall.

The term “tenant improvements” includes but is not limited to schematic design, and all onsite, offsite, and building designs necessary to accomplish the conversion of current office space to a functioning space. The “tenant improvements” will also include the Architectural and Engineering Services that will not be limited to structural, geotechnical, mechanical (HVAC), electrical and any other services necessary for agency approval of a design and completion. The proposal must meet all the design code requirements for essential service facilities, applying the City’s preferences.

The qualifying firm/company will coordinate and move this project forward from the design to the final construction, the firm will assume the role as a project manager which will work and coordinate with the Atwater Police Project Manager and the Inspector of Record during the design, implementation, and completion of the project; providing all labor, materials, and expertise to construct the project. The qualifying firm through the Project Manager shall provide detailed construction plans and specifications to comply with the state and local building codes and when complete provide "as built" drawings in hard copy and Auto Cad electronic format. The design must comply with all building code and ADA requirements necessary to remodel the current building. Bidders must submit a Timeline Schedule and a Schedule of Values.

Proposals should conform to the following: Please limit your response to 12 pages per copy, not including resumes. All pages are to be numbered and shall include an index. Eight (8) copies shall be submitted.

3. PROJECT SCOPE:

The scope of services shall include at least the following items. The City understands the RFP may be inadequate to fully describe the work envisioned. The qualifying firm/company should include all additional tasks that are necessary to complete the tenant improvements. Include written reasons why a task should be included.

The Following Department Units are to be housed at the Facility:

<u>Department</u>	<u>Employee Count Existing</u>	<u>Future</u>	<u>Vehicle Count</u>
1 Records	2	4	
2 Dispatch	5	8	
3 Patrol	21	30	20
4 Investigations	3	5	6
6 Code Enforcement	2	3	2
7 Property/Evidence	1	2	2
8 Administration	1	3	4
Totals	35	55	34

Minimum work tasks will include:

Architectural Design: Space plans, Furniture plans, Coordination of all Design Documents, Plan Check Approval, Construction Verification.

Engineering: Civil, Structural, Electrical, Mechanical, Data/Phone and any other necessary engineering services.

Improvement Plans: Grading, Potable Water System, Sewer System, Storm drainage, Electrical System, Traffic and Signage Plan, Parking Improvements, Parking Lot Lighting, Landscape and Irrigation Plan.

Building plans: Prepare all building plans including floor plan and elevations, and mechanical, electrical and structural plans, ready for City submittal and approval including energy calculations per Title 24.

Record Drawings: Supply record drawings on reproducible 3-mil Mylar and CD-R or CD-RW in PDF and AutoCAD format.

Construction of the necessary tenant improvements to include relocate and install a new front counter, relocate existing walls, reconfigure a public restroom, remove a wall creating a new communications center, commercial double entry door installation, reallocate space in an office and filling in an existing front counter to create a new wall.

4. BID PROCEDURE:

This section describes the general bid procedure used by the City of Atwater. This bid seeks the submission of Cost for Service from interested and qualified bidders. The City of Atwater seeks to obtain the listed services in a manner that maximizes the quality of services while also maximizing value to the City of Atwater and, by extension, its residents. Bidders must be able to show that they can perform the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel and equipment.

Four (4) copies of the Proposal and the attendant forms must be submitted by 2:00 P.M. Pacific Daylight Savings Time, April 1, 2021 at the office of the City Clerk At said time, sealed Bid

Proposal (herein called the "Bid") will be publicly opened and read aloud in the City of Atwater Council Chambers by the office of the City Clerk at: 750 Bellevue Road, Atwater, CA.

Each sealed envelope containing a Bid must be plainly marked on the outside as "Sealed Bid for Bid Call No. 706-21; "Project for Tenant Improvements of an Existing Building for the Atwater Police Department; Attention City Clerk", and the envelope shall also bear on the outside, the name of the Bidder, and their address. If forwarded by mail, the sealed envelope containing the Bid Proposal forms must be enclosed in another envelope addressed to the City of Atwater at 750 Bellevue Road, Atwater, CA, 95301, and both envelopes clearly state "Sealed Bid for Bid Call No. 706-21; "Project for Tenant Improvements of an Existing Building for the Atwater Police Department "; Attention City Clerk" Total Bid Price must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed. Due to COVID-19 electronic (email) bid submittals will be accepted. Should you elect to submit your bid electronically (email) your electronic bid must be received by City Clerk Lucy Armstrong at larmstrong@atwater.org by April 1, 2021 at 2:00 PM. It is the bidder's responsibility to verify the City Clerk received the bid.

4.1 BID PROPOSAL CONTENT

The City requires the bidder to submit a concise bid proposal clearly addressing all the requirements outlined in this Bid.

All contents that are required for the bid proposal are outlined in the Bid Proposal Checklist, which is included on pages x and x herein.

PLEASE NOTE: The City does not pay for services in advance. Therefore, do not propose contract terms that call for upfront payments or deposits.

4.2 OPENING OF BIDS:

1. Bids will be opened, and their contents made public, at the place and the time set forth in the "Invitation to Bid."
2. The City Clerk or person whose duty it is to open the Bids will ascertain and decide when the specified time has arrived, and no Bid received thereafter will be considered.
3. Bidders, or their authorized representatives, are invited to be present at the opening of Bids.
4. No responsibility will attach to an officer or agent of the City of Atwater for the premature opening of an improperly identified bid envelope.

4.3 LIST OF SUBCONTRACTORS:

Bids shall be accompanied by a List of Sub-Contractors that the Bidder proposes to use on this work. Their names, basic trade designation, California Contractors License Number and principal business location shall be submitted on this form, (or an exact copy thereof) furnished by or obtained from the office of the Architect.

4.4 BID SECURITY

- a. Forms of Security: Bids shall be accompanied by a Bid Security of not less than 10% percent (10%) of the total amount of the Bid, made payable to the Owner. At the option of the Bidder, this may be a certified check, cashier's check, or Bid Bond.
- b. Cash deposits will not be accepted.
- c. Bid Bonds shall be executed as a Surety by a Corporation licensed to issue Surety Bonds in the State of California.
- d. If a Bid Bond form is not bound in the Project Manual, it shall be in a form approved by the City of Atwater.
- e. Jurat for Bid Bonds: A Notary's Jurat attesting to the signature of the Attorney-in-Fact signing the Bid Bond on behalf of the Bonding Company shall accompany a Bid Bond.
- f. Forfeiture of Bid Security: The Bid Security shall be submitted with the understanding that it is a guarantee that the Bidder will not withdraw his Bid for the period of time and under the conditions set forth under "Withdrawal of Bids" herein; that he will enter into a formal Contract if it be awarded to him; that he will furnish the required Construction Bonds; and that the Bid Security will be declared forfeited as liquidated damages in the event of withdrawal of his Bid or in the event of failure to enter into said Contract and give said Construction Bonds within ten (10) calendar days after he has received Notice of Award.
- g. The Owner may then award the Contract to the next lowest acceptable Bidder(s) or may call for new Bids.
- h. Return of Bid Security: Bid Securities (other than Bid Bonds) of the unsuccessful Bidders will be returned to them as soon as is practical after the opening of Bids, except that those of the low Bidder and the two next lowest Bidders (and of other bidders who may be considered further) will be retained until the accepted Bidder has entered into a Contract with the Owner.

4.5 EXAMINATION OF DOCUMENTS AND SITE:

1. Before submitting a Bid, intending Bidders shall carefully examine the Bidding Requirements, the Drawings, Specifications and other Contract Documents and shall investigate the site of the work to fully inform themselves as to all conditions and limitations under which the work is to be performed, including the streets, roads, or access to the site, as well as to ascertain, by investigation, the features within or adjacent to the site.
2. No allowance will subsequently be made to the successful Bidder, in the Contract, because of error, neglect or failure on his part to fully acquaint himself with such conditions, character, extent and limitations, and for not carefully comparing same with the Drawings, Specifications, and other documents.

3. Such investigation of existing work and features, and their implications in the new Work, shall be made by those knowledgeable and specializing in the pertinent trade or classification of Work that is to be performed.
4. For investigation of occupied existing facilities involved in the Work of the Contract, Bidders shall make advance arrangements with the Owner for the days and times permitted for the making of such investigations.
5. It will be considered that the Bids submitted include all costs in connection with above-stated conditions and is conclusive evidence that the Contractor has performed his own investigation.

4.6 COMPETENCY AND RESPONSIBILITY OF BIDDERS:

1. The competency and responsibility of Bidders and their proposed Sub-Contractors will be considered in awarding the Contract.
2. If requested by the Owner following the opening of Bids, the Bidder shall, within five (5) calendar days of such request, furnish a statement of the Bidder's construction experience listing all construction projects of a like cost to the project bid upon and completed within the past five (5) years. The Bidder shall list names and addresses of projects; owners and architects names, addresses and telephone numbers, Base bid amount of construction and all change order costs. The Bidder shall also furnish, upon request, a statement of financial responsibility and a list of owned equipment available for use on the project. Such statements shall be furnished with an attached notarized affidavit certifying to the truth thereof.

4.7 BONDS:

1. Within ten (10) days of Award of the Contract, the Contractor shall furnish, at his expense, a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also a Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the payment of all persons performing labor and furnishing products on the Project under this Contract.
2. The Faithful Performance Bond and the Labor and Material Payment Bond shall be in separate instruments and shall be delivered to the Owner not later than the date of signing of the Contract.
3. Bonds shall be in the form bound in these specifications. If said forms are not bound in the specifications, Bonds shall be in form acceptable to the City of Atwater. Bonds shall be issued by a Surety Company licensed to issue such Bonds in the State of California. They shall be in the statutory form, and shall contain or embrace the statutory obligations, in accordance with the law of the State of California, and noninconsistent therewith.

4. The period of time covered by the bonds shall extend from the start of construction to a time 90 days after the filing of the Notice of Completion unless a Stop Notice has been properly filed with City of Atwater.
5. Bonds shall be furnished in six (6) counterparts. The Contractor shall require the attorney-in-fact, who executes the required Bonds on behalf of the Surety, to affix thereto a certified and current copy of his power-of-attorney properly dated and indicating the monetary limit of such power.
6. A jurat (notarization) attesting to the signature of the attorney-in-fact signing the Bonds on behalf of the Bonding Company shall be affixed to each copy of each Bond.
7. Changes involving extensions of the Contract time, or additions to or deductions from the work of the Contract shall not release or exonerate any Surety or Sureties on these Bonds.

5. JOB WALK:

A job walk scheduled for **March 12th, 2021 at 10:00 A.M.** at the job site 750 Bellevue Road, Atwater, CA. (Contact 209-357-6384 for directions). The purpose of this meeting will be to review the project requirements, conduct a project site visit and answer any questions from prospective proposers. Attendance by at least one representative from each proposer's company is recommended, though not mandatory.

6. PROPOSED TIMELINE:

- | | |
|-----------------------|--|
| 1. February 23, 2021: | Issue RFP |
| 2. March 12, 2021: | Job Walk/Questions |
| 3. March 15, 2021: | Last day to submit questions |
| 4. April 1, 2021: | RFP Due |
| 5. April 5, 2021: | RFP Review |
| 6. April 12, 2021: | Notice of Intent to Award |
| 7. April 26, 2021: | City Council Meeting to Award the Contract |
| 8. May 3, 2021: | Project Starts |
| 9. July 1, 2021(est): | Project Completion |

7. CONSIDERATION FOR SELECTION:

A qualifying proposal shall address all of the following items, in the order set forth:

Successful Contractor is required to demonstrate specific expertise relating to the requirements - outlined under item **3. Project Scope**.

The City, at its sole discretion, shall determine whether Developers/Contractors have the qualifications to conduct the desired service.

- Applicant or Firm Name, Firm Qualifications
 - a. Type of Organization, size (local office and total firm size), and professional registrations and affiliations, number of years as a firm.
 - b. Names and qualifications of personnel assigned to Project. Include principal-in-charge, project manager, and all professional engineering and surveying staff expected to take responsible roles.
 - c. Outline of recent projects completed that are similar to this project.
 - d. Client references from recent projects, including name, address and telephone numbers of individuals to contact.
 - e. Provide all licenses, insurance documents and bonds.

- Proposals will first be examined to eliminate those that are non-responsive to stated requirements.

- Award shall be made to the most responsible Developer/Contractor whose proposal is determined to be the most advantageous to the City.

- Any response that takes exception to any mandatory items in this RFP may be rejected and not considered.

- The City reserves the right to accept or reject in part or in whole any or all proposals submitted.

- The City reserves the right to request in writing clarifications or corrections to proposals. Clarifications or corrections shall not alter the Contractor's price contained in the cost proposal.

- The City reserves the right to negotiate further with the successful Contractor. The content of the RFP and the successful Contractor's proposal(s) will become an integral part of the contract but may be modified by the provisions of the contract.

- By submission of proposals pursuant to this RFP, Contractors acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process.

THE CONTRACTOR SHALL BE ABLE TO PROVIDE THE FOLLOWING DOCUMENTS WITHIN TEN (10) DAYS AFTER NOTIFICATION OF AWARD

- Sample Statement of Disclaimer

- Sample Non-Collusive

8. PROJECT UNDERSTANDING AND APPROACH:

- a. Summary of approach to be taken for the project.
- b. A definitive work program and schedule, including schedule for the completion of the project.
- c. Proposals are to be concise and include only those items that are relevant to the Project Scope.
- d. The fee proposal shall be enclosed in a separate, sealed, envelope identified as “**TENANT IMPROVEMENT BID FOR THE POLICE OFFICE/STATION**”

9. BID COST AND INSURANCE

Proposals shall include bid price to complete the project as described under Item 2. Project Scope:

- a. Bid must include all labor, materials, equipment, professional services, insurance, travel, profit, and all other costs and expenses for the proposed project.
- b. Submit an itemized cost schedule as a basis for all proposed services.
- c. Insurance coverage for proposed services shall include general liability and property damage insurance that shall include automobile liability insurance in a combined single limit of not less than \$2 million dollars. Professional Liability Insurance (E&O) coverage of \$2 million is also required.
- d. The selected firm shall provide within ten (10) days after the notice of award is issued a copy of their existing liability insurance certificate naming the City of Atwater and its officers and employees as an additionally named insured on said policies. Such insurance coverage shall be maintained in full force and effect for the duration of the Contract and must be in a form satisfactory to the City.

10. NONDISCRIMINATION CLAUSES:

1. During the performance of this Contract, the contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition,

marital status, age, or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. Recipient contractor and its subcontractors shall give written notice of their obligations under the clause to labor organizations with which they have a collective bargaining or other agreement.
3. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
4. Contract, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the granter agency and to the USEPA Assistance Administrator for Enforcement (EN-329).

BID PROPOSAL CHECKLIST

All items on the Checklist must be initialed and dated for the Bid to be considered complete. The City reserves the right to award a Contract in a manner and on the basis, which will best serve the City, taking into consideration the information in the statement of Contractors Experience/Qualifications and past work history with the City. The contractor's attention is especially called to the following forms which must be executed in full as required.

1. This Bid Proposal Checklist and Signature Sheet (this page & next page)

Initial: _____ **Date:** _____

2. Bid, Price Proposal Form (Attachment A)

The unit price proposal must be shown in the space provided. The total pricing must be shown in the spaces provided.

Initial: _____ **Date:** _____

3. Signature Sheet (Attachment B)

Initial: _____ **Date:** _____

4. List of Subcontractors (Attachment C)

Initial: _____ **Date:** _____

5. Addenda Acknowledgment (Attachment D)

The Contractor acknowledges that he must sign and attach any applicable addenda to the proposal.

Initial: _____ **Date:** _____

6. Public Contract Code (Attachment E 1 & E 2)

Initial: _____ **Date:** _____

7. Bidder's Bond (Attachment F)

Initial: _____ **Date:** _____

8. Certificate of Compliance with Labor Code § 3700 (Exhibit D)

Initial: _____ **Date:** _____

9. Registration with the Department of Industrial Relations (If applicable)

The Contractor acknowledges they are currently registered with the Department of Industrial Relations. If the Contractor is unregistered, it shall be registered prior to Contract award.

Initial: _____ **Date:** _____

10. Possession of Required Professional Licenses

The Contractor has submitted required professional licenses with a proposal as required in the Contract Agreement.

Initial: _____ **Date:** _____

I, _____, a representative of _____ (Company) (Also referred to as Contractor) hereby propose to furnish and deliver all necessary maintenance, labor, tools, materials, tax, services and other means to perform the work required for the "Water Tower Recoating/Renovation Project"; Bid Call No. 704-20; Project No. 20-15 specifications in accordance with the Contract documents released for this project, together with all Addenda (if any issued) issued by the City of Atwater. The amount set forth in the attached Pricing Page covers all Work to be completed under the Contract, including, without limitation, all labor, materials, transportation and services necessary to complete the Work, including the State of California and local sales or use taxes, license or permit fees, if any. Contractor declares that it has carefully examined the location(s) of the proposed work, and has examined all Contract documents and addenda if issued by the City and that it will contract with the City to complete the services in satisfactory condition, has completed the Contractor's checklist and all other proposal documents, as applicable, outlined in the Contract Documents. If awarded the contract, the Contractor expressly agrees to execute the Contract and to begin work not later than the date listed on the notice to proceed. The contractor further agrees to submit invoices and accept payment in the indicated amount listed on the Pricing Page.

2. - All Contractors shall complete all the following:

Contractor's Name (Printed): _____

Contractors Signature: _____

Contractor's Name (Printed): _____

Contractors Title: _____

Address: _____

Phone Number: _____

Email: _____

Date: _____

Contractor's License Number: _____

Contractor's License Classification: _____

Contractor's License Exp. Date: _____

(NOTE TO CONTRACTORS: No proposal shall be valid unless signed by the person making the proposal. If the party is an individual, the same shall be signed by the individual; if the party is a partnership, the name of the partnership shall be given and signed by one of the partners; if the same is a corporation, the proposal should be signed by the corporation by its properly authorized officer or officers).

EXHIBITS:

EXHIBIT A - SCOPE OF WORK - BASE BID

SECTION I - OVERVIEW

The Police Department Headquarters is located at 750 Bellevue Road in Atwater California. This building houses the Police Department and City Council Chambers.

The contractor should schedule an onsite visit to inspect the facility.

OBJECTIVE:

The object of these specifications is to provide the materials and workmanship necessary to complete tenant improvements to reallocate space within the Police Department. All work shall be implemented, and materials applied in strict conformance to the manufacturer's instructions and to the satisfaction of the City.

QUALITY OF MATERIALS:

The products mentioned in the following specifications are set up as standards of quality. The term "or equal" shall apply to any specification that lists a specific product by brand or trade name. No substitution to any product identified in the specifications will be considered unless a written request for approval has been received by the Owner at least 10 calendar days prior to the date of bid opening. Each such request shall include the name of the specified material for which a substitute is being requested; the name of the proposed substitute material; and a complete description of the proposed substitute including performance and test data and any other information necessary for a proper evaluation. The burden of proof for demonstrating that a proposed substitute is equal to a specified product shall be upon the proposer. The decision of the City regarding approval or rejection of any proposed substitution shall be final.

All materials shall be delivered to the project site in the manufacturer's original labeled and sealed containers and shall be subject to inspection by the City. Colors, where none are specified, will be selected by the City.

The Contractor shall provide color samples for evaluation and selection by the City upon request.

The Contractor shall submit to the City, immediately upon completion of the job, adequate documentation to demonstrate that the materials used was sufficient to complete in compliance with all applicable building codes.

WARRANTY:

The Bid shall be construed to contain a warranty for a minimum of one (1) year for all materials and workmanship. Any work or materials proving defective within one year of the date of final acceptance shall be repaired or redone at no additional cost to the City. Any repaired coatings shall be warranted for an additional year. Final acceptance of the work by the City shall not

relieve the Contractor of their warranty obligations for any defects in materials or workmanship which may become apparent during the warranty period.

MOBILIZATION:

This item consists of operations and preparatory work necessary to become ready to perform the work or an item of work, such as the transport of equipment, materials, and personnel to and from the project site. This item shall not exceed 7% of the total bid price.

CLEAN-UP & DISPOSAL:

All surface preparation debris shall be disposed of by the contractor in accordance with any applicable federal and/or state regulations.

All debris, equipment, containers, materials, temporary structures, etc. used, produced, or created by the Contractor shall be removed from the job site by the contractor at the conclusion of the project. The project site and surrounding areas shall be left in as good or better condition than existed prior to Contractor beginning work on the project.

MATERIALS:

All tools, equipment, chemicals, and vehicles that are necessary to perform the contract successfully shall be supplied by the Contractor. The Contractor shall furnish the work required under this Contract. All maintenance and repairs to the Contractor's equipment are the responsibility of the Contractor and shall not be charged to the City. Contractor's obligation to supply and its sole cost, all items necessary for the Work.

PERSONNEL:

All Contractors' laborers providing Work under this Contract shall at all times be employees of Contractor and not the City. The contractor shall designate qualified representatives with experience in the services being provided. The contractor's workforce shall be easily identified at all times while at City facilities either through uniform or identification.

INTERFERENCE:

The contractor shall conduct the work in a manner that will cause minimal inconvenience to other persons in the area.

FIXTURE DAMAGE:

Facilities, fixtures, equipment, or structures that are damaged due to the Contractor's operations must be replaced or repaired by the Contractor at no expense to the City.

EXTRA WORK:

Any work to be done that is not included in this scope of work shall be invoiced on a "time and materials" basis at the rates set forth on the Scope of Service, provided that Contractor receives

prior written approval by the City of Atwater City Manager. This Contract is non-exclusive, and the City reserves the right to have extra work done by other contractors.

KEY CONTROLS/SECURITY:

The City shall furnish access to all areas of facilities where the Contractor is to perform Work as required by this Contract in accordance with the Security Access Requirements of the City.

UNIFORMS AND DRESS:

The Contractor's personnel shall wear a name tag or have some form of identification and company name/logo shown. Payment for uniforms and personal protective equipment shall be at the Contractor's sole cost; no additional compensation shall be allowed for uniforms and personnel equipment.

EQUIPMENT AND MAINTENANCE REQUIREMENTS:

Equipment used by Contractor within the City shall at all times be maintained in good and safe mechanical condition, clean and free of leaks, and must otherwise conform to all federal, state, and local laws and safety regulations, including, but not limited to, the use of alarms when backing. The contractor must be properly registered and ensure all machines are in accordance with state law and this Contract. The contractor shall take necessary precautions for the safe operation of its equipment and the protection of individuals from injury and damage from such equipment.

TRAINING:

The contractor shall provide personnel fully qualified and trained to perform their required tasks. The contractor shall ensure that all licenses, certifications, and other required registrations are held by personnel supervising and performing tasks as required by state, local and federal regulations. The contractor shall pay the costs of these licenses, certifications, and associated training. The contractor is responsible for performing all drug testing of its' personnel, as required by law. At the request of the City, the Contractor shall provide the results of drug testing to the City.

SECTION II - RESPONSIBILITIES OF THE CONTRACTOR GENERAL

LABOR:

The Contractor's attention is directed to the provisions and penalties applicable to workers permitted to labor more than eight (8) hours in a calendar day, to labor discrimination and to employment of an alien laborer.

PREVAILING WAGES:

Pursuant to the Provisions of Section 1770 to 1780 of the Labor Code of the State of California, the City of Atwater has ascertained the general prevailing rate of wages and employer payments

for health and welfare, vacation, pension, apprenticeship standards, and similar purposes in the City to be as set forth in the Notice to Contractors.

WEIGHT OF VEHICLES:

The provisions of Section 35551, Ratio to Length, of the State of California Vehicle Code will be enforced on the project.

TRAFFIC AND ACCESS:

Except as specifically allowed herein, the Contractor shall not close any City Streets, or use City streets to detour traffic without obtaining written approval via the Traffic Control Plan submittal process.

The Contractors' traffic control system shall consist of closing or rerouting traffic lanes as specified herein and in accordance with the provisions of Section 7-1.08 "Public convenience," Section 7-1.09 "Public Safety", and Section 12 "Construction Area Traffic Control Devices" of the Caltrans Standard Specifications.

Traffic control devices required to control the movement of traffic through the construction sites shall be furnished, placed, and maintained by the Contractor in accordance with an approved traffic control plan, or plans. The Contractor shall submit the Traffic Control Plan, or plans, to the Engineer for approval prior to start of construction. The Traffic Control Plan shall be accepted by the Engineer before work can proceed. Any street closures must be shown on the traffic control plan and are subject to approval by the Engineer.

The Contractor shall furnish, place, and maintain such devices necessary to provide safe passage for the traveling public through the construction sites, as well as for the safeguard of the workers. The Contractor shall furnish, place and maintain such devices in accordance with the "California Manual on Uniform Traffic Control Devices. 2010 EDITION", published by the State of California, Department of Transportation (Caltrans). The provisions shall not relieve the Contractor from the responsibility to provide such additional devices as are necessary for public safety. All components of the traffic control system shall be maintained in good working order and function at all times. If any component of the traffic control system is damaged, displaced, or ceases to operate or function as specified, the Contractor shall immediately repair such device to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system shall be removed, except portable delineators placed along open trenches or excavations alongside the traveled way or shoulder.

SP-12 The Contractor shall conduct his operations so as to provide reasonable access to the adjacent properties and on-street parking, and have no greater length or quantity of work under construction than he can properly prosecute with a minimum of inconvenience to the public and other Contractors engaged in adjacent or related work.

Failure of the Contractor to provide the necessary type, size, and amount of signs, barricades, pedestals, flashes and delineators per the approved traffic control plan shall be just cause to stop

the Contractor's work until such time that the Contractor complies with the approved traffic control plan. No additional Contract time or compensation shall be allowed for these delays.

Any action on the part of the Engineer in directing the Contractor's attention to inadequacies of the required devices and services, or any action of the City to alleviate the Contractor's inadequacies, shall not relieve the Contractor from the responsibility for public safety or abrogate his obligation to provide and maintain these devices and services. If the City is required to alleviate said condition, the actual charges incurred by the City for such work will be deducted from the contract payments to the Contractor. Compensation for all work to provide for the public safety and Traffic Control shall be included in each respective Bid Schedule bid price, and there shall be no separate payment, therefore.

SIGNAGE AND OTHER DEVICES:

The Contractor shall furnish, place, maintain, and remove all signage needed for maintaining public safety and controlling traffic. Such signage shall include, but not be limited to: Construction area signs in accordance with Caltrans Section 12-3.06 and Barricades in accordance with Caltrans Section 12-3.02.

Portable delineators in accordance with Caltrans Section 12-3.04 - The portable delineators shall be spaced as necessary for proper delineation. The spacing between delineators shall not exceed twenty-five (25) feet on tangents or fifteen (15) feet on curves or as directed by the Engineer. If the portable delineators are damaged, displaced or are not in an upright position, from any cause, said delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

The use of traffic cones, while not intended to delineate, will be subject to the approval of the Engineer Portable flashing beacons in accordance with Caltrans Section 12-3.05. Flashing beacons shall be used to alert traffic approaching hazards in the hours of darkness. The system of traffic delineation shall be consistent in the type and use of delineators. The type of portable delineator proposed for this Project shall be submitted to the Engineer for approval prior to its placement on the construction site.

The Contractor shall also post proper signs to notify the public regarding detours and the condition of the roadway, in accordance with the Manual on Uniform Traffic Control Devices. Compensation for all work to provide for Signage and Other Devices shall be included in the Contract Lump Sum bid, and there shall be no separate payment, therefore.

CONSTRUCTION SCHEDULE:

The Contractor shall coordinate his work to minimize disruptions to the surrounding neighborhoods and community. The Contractor shall submit a construction schedule for the Engineer's favorable review within five (5) days of the Notice to Proceed. The schedule shall be a CPM (critical path method) clearly detailing the sequencing, type, and duration for each activity and clearly identify the critical path activities. The schedule shall also include the procurement, delivery, installation, and completion of each major equipment and material requirement, as well as the lead time required for testing, inspection and other procedures required prior to acceptance of the work within the specified Contract Time.

RESIDENT/BUSINESS NOTIFICATION:

The Contractor shall be responsible for City approved notification of all adjacent property owners and for the posting of all streets for no parking on the day(s) work is to be scheduled. A written notification for the work for the work to be accomplished and the dates that the work is scheduled will be delivered to each adjacent property 7 days prior to the start of work. If the occupant is not home/open, the notice will be left on the door, **NOT IN MAILBOXES!** Compensation for all work to provide Residence and Business Notification shall be included in the Contract Lump Sum bid, and there shall be no separate payment, therefore.

PROJECT SITE MAINTENANCE:

At times requested by the City and prior to accepting the project as complete, the Contractor shall clean all streets, gutters, and sidewalks affected by his operations.

JOB SITE HEALTH AND SAFETY:

The Contractor shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the Work.

HEALTH AND SAFETY PLAN:

The Contractor shall be responsible for accident prevention and safety in the performance of the work and shall be governed by the requirements of this paragraph in all operations at the site of the work. The Contractor shall establish, implement, and maintain a written site-specific Injury and Illness Prevention Program (IIPP).

The IIPP shall incorporate the requirements of Title 8 of the California Administrative Code. The Contractor shall post a copy of the IIPP in a prominent location at the site of the Work or the site supervisor will maintain a copy of the IIPP in his possession at all times during work.

Full compensation for conforming to Project Site Maintenance and site Health and Safety requirements shall be considered as included in the contract price paid for the contract items of work that require such work and no separate payment will be allowed, therefore.

EXHIBIT "B" SAMPLE NON COLLUSIVE AFFIDAVIT

State of _____
City of _____

_____, being first sworn, deposes and says: That he is _____ (president, sole owner, partner, etc.) of _____ (firm name) the party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that no one conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of the affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, to secure any advantage against the Owner or any person interested in the proposed contract: and that all statements in said proposal or bid are true.

Signature of Bidder: _____ (if individual)

Signature of Bidder: _____ (if partnership)

Signature of Bidder: _____ (if corporation)

Subscribed and sworn to before me this ____ day of _____, 20__
(Notary Public), My commission expires _____, 20__

EXHIBIT "C" SAMPLE STATEMENT OF DISCLAIMER

This is to certify that no employee, official or elected officer of the _____ (Contractor) _____ has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services, as referenced above.

FIRM/CONTRACTOR: _____

BY: _____

Attest:

Witness

Date: _____

City of _____

State of _____

EXHIBIT "D"

Aerial View

