

City of Lompoc

Addendum No. 1 to
Invitation to Bid No. 2836
Re-Plaster Swimming Pools at
Lompoc Aquatics Center
Opens: December 14, 2016 at 2:00 pm

The solicitation is hereby amended as follows:

Last day to submit questions is extended until **December 07, 2016**.

The City of Lompoc is currently soliciting bids to furnish all labor and materials to re-plaster surfaces of swimming pools at the Lompoc Aquatics Center per the attached specifications. Bids must be received by **2:00 p.m. PT, December 14, 2016**.

From the original issue date through the contracting period, the only authorized City contact will be the Purchasing Officer or the Purchasing staff contact listed below. Interested vendors or their representatives are not allowed to communicate with other City staff regarding this solicitation. If any vendor is found to be in violation of this provision, the City reserves the right to reject their bid.

In order to be sure that you are listed as a "Registered Bidder" and advised of any changes please complete and return 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/proposal opening time. Late bids will not be considered but will be retained on file. Bids will not be accepted by email or FAX.

Questions may be submitted, by written request, for an interpretation or correction thereof. Fax inquires to: Adrienne Boyd, (805) 735-7628 or email <u>a boyd@ci.lompoc.ca.us</u>.

Adrienne Boyd Buyer

> Purchasing Division 100 Civic Center Plaza Lompoc CA 93436-6916 1300 West Laurel Avenue Lompoc CA 93436-5163 Telephone: (805) 875-8000 FAX: (805) 735-7628 www.cityoflompoc.com



"Registered Bidder Information Sheet" Addendum No. 1 to Invitation to Bid No. 2836 Re-Plaster Swimming Pools at Lompoc Aquatics Center **Opens: December 14, 2016 at 2:00 pm**

To stay informed of any changes or modifications to this bid, please print your information and fax the completed sheet to (805) 735-7628 or email to a_boyd@ci.lompoc.ca.us

(Please type or print)

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



City of Lompoc

Invitation to Bid No. 2836 **Re-Plaster Swimming Pools at Lompoc Aquatics Center** **Opens: December 14, 2016 at 2:00

The City of Lompoc is currently soliciting bids to furnish all labor and materials to replaster surfaces of swimming pools at the Lompoc Aquatics Center per the attached specifications. Bids must be received by 2:00 p.m. PT, December 14, 2016.

From the original issue date through the contracting period, the only authorized City contact will be the Purchasing Officer or the Purchasing staff contact listed below. Interested vendors or their representatives are not allowed to communicate with other City staff regarding this solicitation. If any vendor is found to be in violation of this provision, the City reserves the right to reject their bid.

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"Registered Bidder Information Sheet" Invitation to Bid No. 2836 Re-Plaster Swimming Pool *** Opening Date: December 14, 2016 at 2:00 P.M.***

To stay informed of any changes or modifications to this bid, please print your information and fax the completed sheet to (805) 735-7628 or email to a_boyd@ci.lompoc.ca.us

(Please type or print)

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
Will you be attending job walk through on November 29, 2016 at 10:00 am?	☐ Yes ☐ No

SECTION I SWIMMING POOL PLASTER

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Swimming pool plaster and waterproofing of swimming pool structures as indicated on the Drawings and herein specified.
- B. Start-up and operation instructions to Owner's operation and maintenance personnel and properly balance swimming pool water chemistry until the Owner takes occupancy.

1.02 SUBMITTALS

- A. Samples: Prepare 12-inch square panel at the site showing color and texture for pool plaster. Finished plasterwork shall match the approved sample panel
- B. Certificates: Submit certificates attesting that the materials furnished meet the requirements specified herein.

1.03 PRODUCT DELIVERY AND STORAGE

- A. Delivery: Deliver materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.
- B. Storage: Store materials under cover in a manner to preserve damage and contamination, and store only the specified materials at the Project Site.
- C. Protection: Use all means necessary to protect the swimming pool plaster before, during, and after installation and to protect the installed Work specified in other Sections.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative.

1.04 JOB CONDITIONS

A. Apply plaster in exterior swimming pool only when ambient temperature is above 40°F and below 90°F, and protect applied plaster from rapid drying by sun or wind until curing is completed or pool is filled with water. Protect interior plaster applications from construction debris. Make every effort to apply plaster as late in the construction schedule as possible to avoid staining or damage to the finish. Stains or damage that occur as a result of inadequate care may result in the rejection of the installation and require compete removal and re-installation at the contractors expense.

PART 2 – PRODUCTS

- **2.01 CEMENT / AGGREGATE**. Current Health Department approved specification: Hydrazzo® mini pebble finish by C.L. Industries, "PebbleSheen®", tiny pebble pool finishes by Pebble Technology, Inc.®, "StoneScapes® mini pebble finish by Npt®.
- **2.02 COLOR**. Current Health Department approved colors: All swimming pool plaster shall be white in color. C.L. Industries shall be Hydrazzo "Artic White." "PebbleSheen" shall be "Artic White" and StoneScapes" shall be "White Zanzibar" mini pebble. Contractor to obtain written approval on selected pebble color from the local Health Department prior to installation. Submit cut sheet, color sample and written approval for review by Architect and Owner.

2.03 QUALITY ASSURANCE

A. Qualifications of Workers:

- 1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
- 2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years experience with the materials and methods specified.
- 3. Provide at least one person who shall be present at all times during executions of the work of this Section, with a minimum of five (5) years experience with the type of material being installed, the referenced standards, and who shall direct all Work performed under this Section.
- 4. Standards: Swimming pool plaster shall conform with requirements of Chapter 31B of California Building Code, latest edition. In addition, meet requirements of applicable portions of most current edition of the "Technical Manual," National Plasterers Council, Mission Viejo, California.

PART 3 – EXECUTION

- **3.01 REMOVAL OF EXISTING PLASTER AND TILE SURFACES**. Surfaces to receive plaster shall have all existing plaster removed by use of a chipping gun or pick down to bare concrete/gunite, exposing a clean rough surface. All racing lane lines and end wall targets are to be removed and replaced. Any damaged deep or rim-flow gutter tiles shall be removed and replaced. Therapy pool ramp tile, step tile, water line tile in all pools shall be removed and replaced. All activity pool tile, as depicted on the architectural plans shall be replaced.
- **3.02 PREPARATION OF SURFACES**. Clean base surfaces of projections, dust, loose particles, grease, bond breakers, and foreign matter; make sufficiently rough to provide a strong mechanical bond. Do not apply plaster directly to the surfaces of masonry or

concrete that is coated with any membrane-forming curing compound or similar agent until compound or agent is completely removed by sandblasting. Thoroughly wash entire surface with 6,000-psi high-pressure water immediately prior to plastering. Wet cementitious base surfaces with a fine fog water spray to produce a uniformly moist condition and check screeds, pool equipment, and accessories for correct alignment before plastering is started. Do not apply plaster to base surfaces containing frost. Install temporary coverings as required to protect adjoining surfaces from staining or damage by demolition and plastering operations.

3.03 APPLICATION OF PLASTER

- A. General: Apply finish plaster to minimum 1/2-inch thickness at any location. Apply finish plaster by hand or machine. If plastering machine is used, control fluidity of plaster to have a slump not exceeding 2-1/2 inches when tested using a 2" by 4" by 6" high slump cone. Do not add additional water to the mix subsequent to determining water content to meet this slump. Perform slump test according to the following procedure:
 - 1. Place cone on level, dry, non-absorptive base plate.
 - 2. While holding cone firmly against base plate, fill cone with plaster taken directly from hose or nozzle of plastering machine, tamping with a metal rod during filling to release all air bubbles.
 - 3. Screed off plaster level with top of cone. Remove cone by lifting it straight up with a slow and smooth motion.
 - 4. Place cone in a vertical position adjacent to freed plaster sample using care not to disturb base plate.
 - 5. Lay straightedge across top of cone being careful not to vibrate cone; measure slump in inches from bottom edge of straightedge to the top of slumped plaster sample.
- B. Workmanship: Apply finish plaster in two coats by "double-back" method with second coat applied as soon as first coat is tamped and initially floated. Apply plaster with sufficient pressure to provide a good bond on bases. Work plaster to screeds at intervals of from 5 feet to 8 feet, or closer as required on curved surfaces. Finish plaster to tolerance of -0 to +1/8 inch in thickness on curved surfaces and to 1/8 inch in 8 feet on straight surfaces. Apply smooth trowel finish without waves, cracks, trowel marks, ridges, surfaces, pits, crazing, discoloration, projections, or other imperfections. Form plaster carefully around curves and angles, well up to screeds. Take special care to prevent sagging and consequent drooping of applications. Produce surfaces free of visible junction marks in finish coat where one day's work adjoins another.

- C. Curing: Cure plaster with fine fog water spray applied to finish coat as frequently as required to prevent dry-out of plaster. Keep plaster damp until pool is filled. Prevent damage or staining of plaster.
- D. Patching, Pointing, and Cleaning Up: Upon completion, cut out and patch loose, cracked, damaged, or defective plaster; patches matching existing plaster in texture, color, and finish flush with adjoining plaster. Perform pointing and patching of surfaces and plasterwork abutting or adjoining any other finish work in a neat and workmanlike manner. If 10 percent or more of the pools plaster finish is found to be defective, the plaster shall be removed and replaced completely for the entire pool. Remove plaster droppings, voids, holes or spattering from all surfaces. Leave plaster surfaces in clean, unblemished condition ready for pool filling. Remove protective covering from adjoining surfaces. Remove rubbish and debris from the site.
- E. The contractor will complete and submit the USA Swimming Measurement Certification of Permanent Racing Course to Facilitate Development Department, USA Swimming, 1 Olympic Plaza, Colorado Springs, CO. 80909-5770. The contractor will provide a completed copy to the owner.

F. RELEVANT USA SWIMMING REGULATIONS:

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Rule 103.3.1.C	Dimensional Tolerance: Against the required length, a tolerance of plus (+) 0.03 meters (1 and 3/16ths of an inch) in a vertical plane extending 0.3 meters (12 inches) above and 0.8 meters (2 feet, 7 and ½ inches) below the surface of the water at all points of both end walls		
Rule 103.3.1.D	When automatic officiating equipment touch pads are used at one, the course shall be of such length that ensures the required distance between the touch pads the opposite end of the course		
Rule 104.2.2.C (4)(a)	The exact length of the course, measured by a steel tape or other acceptable measuring device in feet and inches and fractions of an inch, or in meters and centimeters, must be attested to by licensed California surveyor or engineer.		

3.04 START-UP SPECIFICATIONS

- A. Contractor shall coordinate with City staff to schedule water fill within 2 weeks of the plaster date, and coordinate with City staff that there is sufficient quantities of chemicals required to ensure calcium-balanced water immediately upon the completion of water filling. City will provide quantities of the chemicals as determined above, plus 25% overage for follow-up treatment.
- B. Installation of two new Aqua Star 18"x18" VGB Wave grates with vented riser ring in the Competition pool, five new Aqua Star 18"x18" VGB Wave grates with vented riser ring in the Recreation Pool and two new Aqua Star 12"x12" VGB Wave grates

- with vented riser ring in the Therapy Pool. All grates will be supplied by the contractor and must be affixed according to manufacturer recommendations.
- C. Care shall be taken in filling the pool to assure that the water source is clean and portable and free of contaminants that could stain the fresh plaster. Flush all water lines that have not been in continuous operation before filling the pool.
- D. The pool shall not be plastered until the filtration system and chlorination system are complete and ready for start-up. Contractor shall notify the Owner in writing of start-up at least two weeks prior to the plaster date. The Owner is responsible for supplying chlorine/chlorine products and alkalizer/pH control products for maintenance of the pool by the automatic treatment systems. Should these automatic treatment systems fail or if the Contractor fails to notify the Owner as required, the Contractor shall supply all chemicals required for manual treatment of the pool water.
- E. Contractor shall maintain swimming pool for a minimum 14 consecutive days. During this time, brush the entire pool plaster surface daily starting immediately after filling pool for a minimum of 5 days to remove plaster dust, periodically clean grates until no further accumulation of foreign material occurs, and coordinate with City staff to ensure chemicals are as required for acceptable water quality. The pool shall be vacuumed to maintain a clean and new condition throughout the minimum 14 day period starting no sooner than 5 days after the date of plaster. In no instance shall the pool maintenance and cleaning responsibilities cease prior to gainful occupancy of the entire facility by the Owner. After successful conclusion, clean grates, vacuum pool, and leave the pool ready for use.
- F. Contractor shall furnish a swimming pool water chemistry consultant, with a minimum of five (5) years experience, possessing either AFO (Aquatic Facility Operator) or CPO (Certified Pool Operator) certification(s), to supervise and properly balance swimming pool water chemistry for a period of 45 consecutive days to ensure proper chemistry balance.
- G. Demonstrate to the Owner's Representative that all systems are fully operational and that calcium hardness, total alkalinity, chlorine residual and pH levels are within specified limits.
- H. Standards: Furnish labor and chemicals as required to condition the water properly to the following specifications:

1. Calcium Hardness: 600

2. Total Alkalinity: 80-100 PPM

3. Chlorine Residual: 1.00 to 2.00 PPM

4. pH Factor: 7.2 to 7.6

3.05 CLEAN UP. Upon completion of swimming pool plaster, remove all materials, equipment and debris occasioned by this Work and leave the job site in a clean and presentable condition. Perform all such clean-up to the approval of the Owner's

Representative. To include removal of all dust inside the pool area created by the prep process or plastering process.

3.06 WARRANTY. All applicators must provide a minimum five (5) year warranty for application and workmanship additional to the manufacturer's warranty for product.

SECTION II SWIMMING POOL TILE

PART 1 – GENERAL

- **1.01 DESCRIPTION**. Work in this Section. Principal items include:
 - 1. Porcelain tile and ceramic tile for swimming pools.

1.02 QUALITY ASSURANCE

- A. Reference Standards: Conform to the following standards unless otherwise required herein:
 - 1. American National Standards Institute (ANSI):
 - a) A108: Specifications for the Installation of Ceramic Tile.
 - b) A137.1:2012: Standard Specifications for Ceramic Tile (Porcelain Tile is included).
 - 2. American Society for Testing and Materials (ASTM):
 - a) C144-11: Aggregate for Masonry Mortar
 - b) C150: Portland Cement
 - c) C171-07: Sheet Materials for Curing Concrete
 - d) C206-03(2009): Finishing Hydrated Lime
 - 3. Tile Council of America (TCA): Latest Edition, Handbook for Ceramic Tile Installation.

1.03 SUBMITTALS

- A. Product Data: Submit the tile manufacturer's printed data identifying each field tile unit and each trimmer and shaped unit by model or type number.
- B. Samples: Submit the following for selection and approval:
 - 1. Each type, shape, and trimmer of tile in each required color shall be approved by owner prior to installation.
 - 2. Joint grout colors for each color of tile.

- C. Master Grade Certificates: Submit for each lot of tile before installing.
- **1.04 PRODUCT DELIVERY AND STORAGE**. Deliver tile materials to site in unopened factor containers sealed with Grade Seals bearing printed name of manufacturer and the words "Standard Grade." Keep the Grade Seals intact and containers dry until tiles are used. Keep cementitious materials dry until used.
- **1.05 JOB CONDITIONS**. Inspect and verify job conditions. Report all defects in base surfaces to Architect/ Engineer for correction before proceeding.

PART 2 - PRODUCTS

2.01 BASIC MATERIALS

- A. Portland cement: ASTM C150, Type II, low alkaki.
- B. Hydrated lime: ASTM C207, Type S.
- C. Mortar sand: ASTM C144, at least 4% passing No. 100 sieve.
- D. Joint sand: Same as mortar sand, except all passing the No. 30 sieve.
- E. Water: From domestic portable source.
- F. Color pigments: Pure ground mineral oxides, non-fading, alkali and lime proof, factory weighed and packaged.

2.02 TILE MATERIALS

- A. Manufacturer: Dal Tile, American Olean, Cepac, or approved equal.
- B. Standard Grade conforming to ANSI A137.1. Provide trim units as indicated and specified, including special shapes as detailed or required. Tile patterns and colors shall be as indicated and specified and match size and color of existing tile.
- C. Unglazed Ceramic Mosaic Tile, Unglazed Ceramic Tile, Unglazed Porcelain Tile: Colors as selected or scheduled, ceramic type unglazed mosaic tile, with cushion for all-purpose edges, 1" square. Use factory-made half-size units where required for tile numbers, or make the half-size units by precision cutting on powered tile saw. Ease all cut tile edges prior to installation.
- D. Glazed Waterline, Lane Marker, and Depth Marker Tile: Glazed tile units of sizes indicated, with depth and other markings indicated fired into the tile, with colors as noted and bright glaze finish standard.
- E. Trim Units: Provide tile trim units where indicated or necessary for complete and finished installation. Provide bullnose units for external corners and angles. Internal

- corners shall be squared. External corners shall be mitered. Provide trim units of material and finish identical to adjoining tile, except slip-resistant surfacing is not required for curved or vertical trim units. Provide special type slip-resistant tread nosing units as indicated.
- F. Frost resistant porcelain tile and ceramic tile, passing the standards for performance as set by IS 10545-12 or ASTM C1026.
- **2.03 SETTING BED MORTAR**. Manufacturer: LATICRETE International Inc., 3701 Fortified Mortar Bed, thick bed mortar. Polymer fortified blend of carefully selected polymers, Portland cement and graded aggregates. Exceeds ASTM C270 Requirements. Mix and apply in accordance with manufacturer recommendations.
- **2.04 BOND COAT.** Manufacturer: LACTICRETE International Inc., 254 Platinum. Exceeds ANSI A118.4 Shear Bond Strength Requirements & ANSI A118.11.C. Mix and apply in accordance with manufacturer recommendation as a Bond Coat.
- **2.05 THINSET.** Manufacturer: LACTICRETE International Inc., 254 Platinum. Exceeds ANSI A118.4 Shear Bond Strength Requirements & ANSI A118.11.C. Mix and apply in accordance with manufacturer recommendations.
- **2.06 WATERPROOF AND FRACTURE RESISTANT MEMBRANE.** Manufacturer: LACTICRETE International Inc., Hydroban. Waterproof and fracture resistant membrane. Mix and apply in accordance with manufacturer recommendations.
- **2.07 EPOXY TILE JOINT GROUT.** Manufacturer: LACTICRETE International Inc., SpectraLOCK PRO Premium Grout, patented high performance epoxy grout. Mix and apply in accordance with manufacturer recommendations.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Clean substrates of dust, dirt, oil, grease, and deleterious substances. Conform to applicable Reference Standards and to recommendations of manufactures of materials used.
- B. Substrates to Receive Mortar Setting Beds: Keep cementitious backing damp for at least 8 hours and scrub with a neat Portland cement slurry just prior to placing setting bed mortar.
- C. Tile Wetting: Dampen tile according to above Reference Standards or tile manufacturer's instructions, as required.
- D. Screeds: Accurately set temporary screeds to control the finish plane of mortar bed set tile and remove as soon as setting bed is sufficiently hardened. Fill void spaces from screeds with same mortar.

3.02 TILE INSTALLATION

- A. Arrange tile according to patterns, detailed, set tile flush with well-fitted joints, finish in true planes that are plumb and square and with joints of uniform size. Provide approved trimmers as shown or required. Cut tile without marring. Carefully grind and joint tile edges and cuts. Set tiles to avoid puddles and ponding in large fields and arrange curved field joints at radiuses that minimize joints and tapered grout joints.
- B. Mortar Bed Set Tile: Apply specified setting bed mortar, tamp, and screed to required planes. Spread no more mortar than can be covered with tile before initial set. Do not use re-tempered mortar. Trowel 1/32" to 1/16" thick bond coat over plastic setting bed mortar just before setting tile or apply bond coat to back of each tile placed. Set tile in position and beat firmly into the setting bed mortar. Bring tile faces to a true and proper plane. Complete all beating and leveling before mortar sets and in no case later than one hour after first placing. When ready, wet and remove paper and glue avoiding excess water. Adjust any out-of-line or out-of-level time.
- C. Joint Sizes: Install tile with uniform 1/8" joint width.
- D. Porcelain and Ceramic Tile Joint Grouting: Grout tile joints full after washing out and saturating with clean water. Mix grout with water to a thick creamy consistency and force into joints for entire joint depth, flush with surface. Clean off all excess and fill skips and gaps before grout sets. Use white grout throughout. Provide dampness for minimum 3-day curing and polish with clean dry cloths.
- **3.03 CLEANING.** Remove stains, cement, grout, and foreign matter after grouted joints are fully set. Do not use any acid for cleaning. Repair all defective joints until approved.

GENERAL

- 1. A detailed description of work shall be included with bid response.
- 2. Plans/drawings may be printed out at full size (42x30) or viewed online:
 - a. SP-1, Swimming Pool Layout Plan http://www.cityoflompoc.com/departments/mansrv/purchasing/2836 SP-1 PoolLayoutPlan.pdf (shortened https://goo.gl/cTknRp).
 - b. SP-4, Swimming Pool Sections http://www.cityoflompoc.com/departments/mansrv/purchasing/2836 SP-4 PoolSections.pdf (shortened https://goo.gl/430FAk).
 - c. SP-6, Details 1-9 http://www.cityoflompoc.com/departments/mansrv/purchasing/2836 SP-6 PoolDetail.pdf (shortened https://goo.gl/vosQUQ).

 - e. AP-2, Activity Pool Sections A-E http://www.cityoflompoc.com/departments/mansrv/purchasing/2836 AP-2 ActivityPoolSections.pdf (shortened https://goo.gl/tyCDKi).
 - f. AP-3, Activity Pool Details 1-8 http://www.cityoflompoc.com/departments/mansrv/purchasing/2836_AP-3_ActivityPoolDetails.pdf (shortened https://goo.gl/IGHEvp).
 - g. TPP-1, Therapy Pool Layout Plan http://www.cityoflompoc.com/departments/mansrv/purchasing/2836 TP- 1 TherapyPoolLayoutPlan.pdf (shortened https://goo.gl/5v1sjK).
 - h. AP-2, Activity Pool Sections http://www.cityoflompoc.com/departments/mansrv/purchasing/2836 TP-2 TherapyPoolSections.pdf (shortened https://goo.gl/9Dgyh4).
 - i. AP-3, Activity Pool Details
 http://www.cityoflompoc.com/departments/mansrv/purchasing/2836 TP
 TherapyPoolDetails.pdf (shortened https://goo.gl/2Lwt2KZ).
- 3. Job Walk-through: Non-mandatory job walk is scheduled for November 29, 2016 at 10:00 am at the Lompoc Aquatics Center, 207 West College Avenue, Lompoc CA. Job walk-through is not mandatory, but highly recommended.

- 4. The undersigned agrees to sell, F.O.B. Destination, to the City of Lompoc the goods/services specified in accordance with Invitation to Bid No. 2836. I/We have stated hereon the price(s) at which we will accept as full payment the amount shown below. F.O.B. destination indicates that the <u>seller is responsible</u> for the shipment until it reaches its destination, even if freight is allowed and paid by the buyer.
- 5. The City of Lompoc is a public agency. Contracts exceeding \$1,000 with the City are considered "Public Works" when they include services for construction, alteration, demolition or repair work, and maintenance services.
- 6. The project requires payments of not less than the general prevailing rates for per diem wages, overtime work, legal holidays, other employee payments, and travel & subsistence if applicable, in the locality in which the work is to be performed for each craft, classification, or type of worker needed as required in the California Labor Code. Such rates of wages are on file with the Department of Industrial Relations and in the office of the District and are available to any interested party upon request. See http://www.dir.ca.gov/oprl/pwd/ for current prevailing wage information.
- 7. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor(s) and subcontractor(s) must register with the California Department of Industrial Relations (DIR). **Bids cannot be accepted from contractors that are not registered with the State DIR.**
- 8. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
- 9. Additional information about these requirements and the new public works program regarding compliance monitoring, administration and enforcement of prevailing wage laws are available on the Department of Industrial Relations website at: http://www/dir.ca.gov/dlse/dlsepublicworks.html.
- 10. Bid Guarantee/Deposit: Bid bonds are required if bid amount is \$30,000 or over per Lompoc Municipal Code 3.40.030, Bid Security:
 - a. 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.
 - b. 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.

- c. 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.
- 11. QUALIFICATIONS OF CONTRACTOR. Contractor shall be familiar with all aspects of the work outlined in these specifications and shall possess a valid and appropriate Contractor License or other certificate of qualification. Contractor shall have a minimum of 5 years experience and shall provide with the submitted bid, a minimum of three references of related work completed within the last three years. 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? ☐ Yes ☐ No
ii.	Do the references provided indicate this experience?
b. 5, v	Questions of References. References will be asked to rate vendor on a scale of 1-vith 5 being the best, on the following areas:
j	. Did vendor have the knowledge, experience, equipment, etc. to perform work for your Agency?
ii	. Did vendor strictly adhere to all Standards and/or Specifications of the job?
iii	. Were safety standards or requirements followed?
iv	. Was the job completed on time and on budget?
V	. Would you rehire this vendor for additional work in the future?
vi	. How would you rate this vendor overall?

- 12. 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.
- 13. 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.

- 14. 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.
- 15. SCHEDULE. Work shall begin no later than January 9, 2017 or seven (7) days after notice to proceed (NTP). Work shall be completed no later than February 10, 2017.
- 16. 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.
- 17. 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			
California Department of Industrial Relations C	ontractor Registration Number:			
The bidder is a/an (Corporation Partnership, or	r Individual)			
Organized and existing Under the laws of the S	State of:			
And doing husiness so.				
And doing business as:				
Attachment B completed and returned with proposal?				
10 Vandare who work within city limits of th	on City of Lampac may be required to have a			

- 18. Vendors who work within city limits of the City of Lompoc may be required to have a Business Tax License. If you do not have a Business Tax License please contact the Lompoc City Clerk's Department at (805) 875-8242.
- 19. If you do not have a Business Tax License please contact the Lompoc City Clerk's Department at (805) 875-8242.

City of Lompoc Business Tax License Number	
Business Name, within the City of Lompoc	

19. Designation of Subcontractors. Please designate the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor on this job:

Subcontractor	License No.	Expiration	Location and Place of Business			
California Department of Industrial Relations Contractor Registration Number:						
Attachment B completed and returned with proposal? Yes No						

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

BID FORM

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, which make up this invitation.

DESCRIPTION	TOTAL PRICE		
City of Lompoc Aquatic Center Pool Re-plaster (Total Bid Amour	nt)		
Bid Amount (Write out in words):			
Indicate unit cost for labor and materials to re-plaster individual pool area(s)			
Aquatic Center Area	Pr	ice	
Activity Pool			
Competition Pool			
Therapy Pool			
Estimated Delivery Date:			
Warranty Period:			

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.

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

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:	. 1			
Address:				
Contact Individual:	Phone No:			
Contract Amount	Year:			
Description of Supplies, Equipment, or Services Prov				
and have a supply and the supply and				
Reference No	. 2			
Customer Name:				
Address:				
Contact Individual:	Phone No:			
Contract Amount	Year:			
Description of Supplies, Equipment, or Services Prov	vided:			
D (N				
Reference No	. 3			
Customer Name:				
Address: Contact Individual:	Phone No:			
Contract Amount Year:				
Description of Supplies, Equipment, or Services Provided:				

GENERAL TERMS AND CONDITIONS

- 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. <u>BID SUBMISSION</u>: 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.
- 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.
- QUESTIONS: Questions may be submitted, by written request, for an interpretation or correction thereof. Fax or email inquiries to: Adrienne Boyd, (805) 735-7628, a boyd@ci.lompoc.ca.us.
- 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
 - 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.
- 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.
- 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.
- 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. 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 the 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.
- 13. **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.
- 14. 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.

- 15. 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.
- 16. 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.
- 17. **EQUAL EMPLOYMENT OPPORTUNITY**: It is the policy of the City to promote the full realization of equal employment opportunity.
- 18. <u>BID PROTEST</u>: Interested parties wishing to protest City solicitation documents may obtain a copy of Lompoc Code, Title 3, Chapter 3.36.170 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.
- 19. <u>SELL OR ASSIGN</u>: 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.

20. 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.

- 21. **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
- 22. 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/timezone.cgi?Pacific/d/-8/java.

Solicitations opening at 2:00 p.m. PT will be considered late at 02:00:01 p.m. PT and will not be accepted or considered. The Purchasing and Materials Manager 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. Bids will be publicly opened and announced.



Re-Party Pools at Aduation Center ATTACHMENT "A" INSURANCE REQUIREMENTS

(Example)

The City of Lompoc requires that you furnish and maintain current certificates of insurance 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 secure the following insurance coverage to protect the City from claims brought against the City, employees, authorized representatives, agents, or third parties.

- 1. <u>Worker's Compensation Insurance in an amount not less than \$1,000,000</u> 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. <u>Automobile Liability Insurance</u> 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 <u>\$500,000</u> per occurrence combined single limit for bodily injury and property damage.
- 3. <u>General Liability Insurance</u> 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 <u>not less than \$1,000,000</u> per occurrence combined single limit for bodily injury and property damage.
- 4. You must provide evidence the insurance policy names the City and it officers, employees and representatives as additional insureds or a separate endorsement naming them as additional insureds 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.
- 5. The insurance policies described above shall include the following provisions or have added by endorsement:
 - a. The <u>coverages shall be primary</u>, and no other insurance or self-insurance such as may be utilized by the City shall contribute to a loss under these policies.
 - b. The policies shall not be canceled or materially altered without **30-days' prior written notice** to the City.
- 6. The insurers utilized shall conform to the following terms:
 - a. 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.
 - b. 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.
 11/30/2016



City of Lompoc

Attachment B PUBLIC WORK – PREVAILING WAGE JOB

The City of Lompoc is a public agency. Contracts exceeding \$1,000 with the City are considered "Public Works" when they include services for construction, alteration, demolition or repair work, and maintenance services. The City has requested a quote or has contracted for the following project:

Bid 2836, Re-Plaster pools at Lompoc Aquatics Center

This is notice that contractor/s and subcontractor/s must register with the California Department of Industrial Relations (DIR) and that:

- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

The project listed above requires payments of not less than the general prevailing rates for per diem wages, overtime work, legal holidays, other employee payments, and travel & subsistence if applicable, in the locality in which the work is to be performed for each craft, classification, or type of worker needed as required in the California Labor Code. Such rates of wages are on file with the Department of Industrial Relations and in the office of the District and are available to any interested party upon request.

Contractors shall promptly notify the City in writing, about any classifications of labor not listed in the prevailing wage determination but necessary for the performance of the work. Contractors will post a copy of the determination of prevailing rates at the job site(s).

Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury. The District requires hard copies of these records for verification, prior to making related payments to the contractor (this is in addition to the electronic reporting required by the DIR).

spe per	☐ Confirm your intent to pay prevailing wages and that such wages are considered within your offer and specify the job classification(s) and hourly wage rate that is reflected in your offer for labor classifications performing the work. Indicate worker classifications for primary and any subcontractors. Use additional sheet if necessary					
	Asbestos		Boilermaker		Bricklayers	Carpenters
	Carpet/Linoleum		Cement Mason		Drywall Finishers	Drywall/Lathers
	Electricians		Elevator Mechanic		Glazier	Iron Workers
	Laborers		Millwrights		Operating Engineer	Painters
	Pile Drivers		Pipe Trades		Plasterers	Roofers
	Sheet Metal		Sound/Comm		Surveyors	Teamster
	Tile Workers					

Attachment B-Bid 2836, Re-Plaster Pools at Aquatics Center

Page 2 of 2

List any Subcontractors you intend to use for the Project:

Company Name		Contact Name
Address		
Telephone	Fax	Email
Contractor License Number	Designation	DIR Registration Number

(Include additional subcontractors on separate sheet)

By signing below the contractor has read and understands this document, that he is aware of the public work and prevailing wage requirements as set forth in the California Labor Code Sections 1720 et seq.; that he and each of his subcontractors is registered with the California DIR; and that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

The contractor may also be required to furnish certificate(s) of liability and/or workers compensation insurances.

Representative Signature		Date
Print Name		Title Title
Company Name		mail
Address		
Telephone		ax
Contractor License Number	Designation	DIR Registration Number

Additional information about these requirements and the new public works program regarding compliance monitoring, administration and enforcement of prevailing wage laws are available on the Department of Industrial Relations website at http://www.dir.ca.gov/public-works/publicworks.html.

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