



**Addendum No. 2 to
Invitation to Bid No. 2888
Thompson Park – Site Improvements Needed for
Installation of New Restroom Facility
Bid Closing Date: June 14, 2018**

This solicitation is changed as follows:

Detailed Scope of Work and City Provided Materials List:

1. Restroom:

- a. No material is required to be salvaged from the existing restroom prior to its demolition.
- b. Existing concrete around restroom shall be removed and replaced after the installation of the new building as detailed in the preliminary plan set provided (Sheet C-1.1).
- c. All utilities shall be stubbed within six feet of the building pad and the site pad shall be prepared in coordination with Public Restroom Company in accordance with the General Contractors Responsibility sheet provided in the initial bid.
- d. Public Restroom Company will place the prefabricated building and connect utilities to the building.

2. Sewer:

- a. All material other than labor and equipment will be provided by the City.
- b. The new sewer lateral will connect a maximum of four (4) feet from back of sidewalk on West College and will be placed 26 feet from back of sidewalk on North S Street. All asphalt removed during this process will be replaced by the GC.
- c. Pea gravel will be required 6" around the new sewer lateral. The trench shall be backfilled with recycled base and covered with topsoil. Pea gravel, recycled base and top soil will be provided by the City. A soils report has been provided for reference and backfill shall be 90% compaction.
- d. The GC will not be required to reseed the backfilled area.

3. Press Box: Press Box will be provided and constructed by Tuff Shed. GC will be responsible for furnishing the interior of the Press Box in accordance with the attached Press Box diagram and Furnishing Key. The GC will also be responsible for the installation of a window cover for the Press Box. The City shall provide chairs, hooks as laid out in the Furnishing Key, and a window cover.
4. Shade Structures: GC will be responsible for assembling and erecting two (2) cantilever shade structures to be provided by the City. The footings for these structures will be poured by MTCO in coordination with the GC work.
5. Schedule of Performance:
 - a. Sewer lateral and restroom work shall be completed by July 5, 2018.
 - b. The Public Restroom Company will be delivering the prefabricated restroom facility on July 9, 2018.
 - c. All other site work shall be completed by July 27, 2018.
6. Bid submittal must include one electronic copy of bid documents provided on flash drive, CD, or provide link for download from vendor website.
7. The following additional documentation is provided:
 - a. Revised sewer lateral location -
http://www.cityoflomdoc.com/departments/mansrv/purchasing/2888_RevisedSewerLateralLocation.pdf
 - b. Utility connections -
http://www.cityoflomdoc.com/departments/mansrv/purchasing/2888_ThompPkRestroomUtilConnections.pdf
 - c. Thompson Park Preliminary Construction Plans -
http://www.cityoflomdoc.com/departments/mansrv/purchasing/2888_ThompPkPrelimConstPlans.pdf
 - d. Tuff Shed Press Box -
http://www.cityoflomdoc.com/departments/mansrv/purchasing/2888_TuffShedPressBox.pdf
 - e. Restroom Building-
http://www.cityoflomdoc.com/departments/mansrv/purchasing/2888_RestroomBldgThompsonPark.pdf
 - f. Soils Test Report -
http://www.cityoflomdoc.com/departments/mansrv/purchasing/2888_SoilsTestingThompsonParkReport.pdf
 - g. Miscellaneous attachments -
http://www.cityoflomdoc.com/departments/mansrv/purchasing/2888_AttachmentsThompPkImprovement.pdf

Sealed bids will be received per the attached specifications, until 2:00 p.m. on June 14, 2018. Bids must be delivered to:

City of Lompoc
Purchasing Division
Building 4A
1300 West Laurel Avenue
Lompoc CA 93436-5163

It is the responsibility of the bidder to see that any proposal submitted shall have sufficient time to be received by the Purchasing Office prior to bid/proposal opening time. Late proposals will be returned to the bidder unopened. The receiving time in the Purchasing Office will be the governing time for acceptability of proposal. All proposals must bear original signatures and figures. Proposals received will not be publicly read aloud.

The only authorized City contact will be the Purchasing Officer listed below or other contact through Purchasing Office Staff, from the original issue date until the contract is awarded. Only information communicated by the Procurement Officer or his/her designee shall be the official position of the City. Interested bidders or their representatives are not allowed to communicate with City staff regarding this solicitation. If any bidder is found to be in violation of this provision, the City reserves the right to reject their bid.

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. Questions must be submitted before 4:00 pm on June 11, 2018.

In order to be sure that you are listed as a "Registered Bidder" and advised of any changes please complete 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.

PROPOSALS WILL NOT BE ACCEPTED BY TELEPHONE OR FACSIMILE MACHINE.



Adrienne Boyd
Buyer



Vendor Information Sheet

**Addendum No. 2 to
 Invitation to Bid No. 2888
 Thompson Park – Site Improvements Needed for
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 Bid Closing Date: June 14, 2018**

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	Email Address
Phone Number	Web Page
Fax Number	Date

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

DATE: June 8, 2018



**Addendum No. 1 to
Invitation to Bid No. 2888
Thompson Park – Site Improvements Needed for
Installation of New Restroom Facility
Bid Closing Date: June 14, 2018**

The Scope of work is changed to include the installation of two shade structures per the attached specifications. City will provide shade structures. Concrete footing works will be accomplished by others.

Sealed bids will be received per the attached specifications, until 2:00 p.m. on June 14, 2018. Bids must be delivered to:

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Purchasing Division
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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. Questions must be submitted before 4:00 pm on February 7, 2018.

In order to be sure that you are listed as a "Registered Bidder" and advised of any changes please complete 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.

PROPOSALS WILL NOT BE ACCEPTED BY TELEPHONE OR FACSIMILE MACHINE.

A handwritten signature in black ink, appearing to read "A. Boyd".

Adrienne Boyd
Buyer

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(Please type or print)

Company Name	Signature Of Authorized Representative	
Address	Name And Title (Please Print)	
City, State And Zip Code	Email Address	
Phone Number	Web Page	
Fax Number	Date	
Will you be attending the pre-bid meeting on June 6, 2018 at 10:00 a.m. at Thompson Park?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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DATE: June 8, 2018



Invitation to Bid No. 2888
Thompson Park – Site Improvements Needed for
Installation of New Restroom Facility
Bid Closing Date: June 14, 2018

The City of Lompoc is requesting bids to perform site work necessary to install new restroom facility for Thompson Park. Sealed bids will be received per the attached specifications, until 2:00 p.m. on June 14, 2018. Bids must be delivered to:

City of Lompoc
Purchasing Division
Building 4A
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It is the responsibility of the bidder to see that any proposal submitted shall have sufficient time to be received by the Purchasing Office prior to bid/proposal opening time. Late proposals will be returned to the bidder unopened. The receiving time in the Purchasing Office will be the governing time for acceptability of proposal. All proposals must bear original signatures and figures. Proposals received will not be publicly read aloud.

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PROPOSALS WILL NOT BE ACCEPTED BY TELEPHONE OR FACSIMILE MACHINE.

A handwritten signature in black ink, appearing to read "A. Boyd", is written over a horizontal line.

Adrienne Boyd
Buyer

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(Please type or print)

Company Name	Signature Of Authorized Representative	
Address	Name And Title (Please Print)	
City, State And Zip Code	Email Address	
Phone Number	Web Page	
Fax Number	Date	
Will you be attending the pre-bid meeting on June 6, 2018 at 10:00 a.m. at Thompson Park?		<input type="checkbox"/> Yes <input type="checkbox"/> No

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DATE: June 8, 2018

1. SCOPE OF WORK:
 - a. Demo existing restroom facility.
 - b. Replace approximately 200 feet sewer lateral to West College (City to provide all materials) per City standards (see Attachment 1) or view online at http://www1.cityoflompoc.com/PublicWorks/const_stndrds/section3.pd
 - c. Prepare site as necessary to install prefabricated restroom facility provided by Public Restroom Company (Attachment 2).
 - d. Pour new walkway around prefabricated restroom facility after installation by others.
 - e. Furnish 10'x20' Press Box provided by Tuff Shed with built in tables and storage shelves.
2. LOCATION: Thompson Park, North R-S Streets Between Maple and College Avenues
3. **Pre-bid Job Walk: Wednesday, June 6, 2018 at 10:00 am at Thompson Park near the existing restroom facility.**
4. There are no liquidated damages for this project.
5. Lompoc Municipal Code Section 3.36.175, paragraph A13C, Regulation of Communications during Competitive Procurement—Notice of Regulated Communication Rule:

No Proposer or Bidder shall initiate, engage in, or continue any communication to or with any elected official, and no elected official shall initiate, engage in, or continue any communication to or with any Bidder or Proposer, concerning or touching upon any matter which is the subject of a competitive procurement within the scope of this Section except as permitted in this Section
6. 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. Bid Bond: 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.
7. QUALIFICATIONS OF CONTRACTOR. Contractor shall be familiar with all aspects of the work outlined in these specifications and shall possess an A, General Engineering, or other appropriate Contractor License. Contractor shall have a minimum of five (5) years' experience and shall provide 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.
8. Please answer the following questions regarding your company's experience:
- a. Does your company possess at least five (5) years' experience in performing work? Yes
 No
- b. Do the references provided indicate this experience? Yes No
9. Questions of References. References will be asked to rate vendor on a scale of 1-5, with 5 being the best, on the following areas:
- a. Did vendor have the knowledge, experience, equipment, etc. to perform work for your Agency?
- b. Did vendor strictly adhere to all Standards and/or Specifications of the job?
- c. Were safety standards or requirements followed?
- d. Was the job completed on time and on budget?
- e. Would you rehire this vendor for additional work in the future?
- f. How would you rate this vendor overall?
17. 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.
18. 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.
19. 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.

20. SCHEDULE. Work shall begin no later than seven (7) days after notice to proceed (NTP). Demotion and site work shall be completed no later than July 9, 2018. Installation of the new restroom facility shall be completed between July 7-13, 2018.
21. 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.
22. 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.
23. Contractor and subcontractor(s) must register with the California Department of Industrial Relations (DIR) and that:
- a. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
 - b. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
 - c. 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.
24. 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).
25. 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).
26. 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>.
27. PAYMENT OF PREVAILING WAGES. Included herein by reference are the provisions of California Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor agrees to

comply with all of the above-referenced provisions applicable to the performance of its work on this project. Specifically, the contractor agrees to: (1) Pay all workers not less than the general prevailing rate of wages. (2) Submit certified payroll in accordance with <http://www.cityoflomdoc.com/ManagementServices/purchasing/policies.htm>. Current prevailing wage rate may be found at <http://www.dir.ca.gov/OPRL/PWD/index.htm>.

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

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

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

30. 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:

Company Name		Contact Name	
The bidder is a/an (Corporation Partnership, or Individual) Organized and existing Under the laws of the State of:			
Address			
Telephone	Fax	Email	
Contractor License Number	Designation	DIR Registration Number	
Complete and sign Attachment B for each subcontractor and submit with bid.			

31. Warranty Period: _____.

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

33. The Contractor shall indemnify and hold harmless the City and all officers and employees thereof connected with the work: from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the construction of the work or by or in consequence of any negligence in construction of the work; or by or on account of any act or omission by the Contractor or his agents during the progress of the work or at any time before its completion and final acceptance.

34. Public Liability and Property Damage Insurance. The Contractor shall furnish to the City and maintain during the life of the contract such public liability and property damage insurance policies as are necessary to insure the Contractor, his subcontractor, the City, and their officers and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the work to be performed.

35. Contractor shall furnish insurance certificates per Attachment A, Insurance Requirements.

36. Subcontractor's Insurance. Contractor shall ensure that its subcontractors are covered by insurance of the types and the amounts required by this Article. Contractor shall not allow any subcontractor to commence work on its subcontract until the insurance has been obtained.

37. 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.

Company Name		Contact Name
The bidder is a/an (Corporation Partnership, or Individual) Organized and existing Under the laws of the State of:		
Address		
Telephone	Fax	Email
Contractor License Number	Designation	DIR Registration Number
Attachment B completed and returned with proposal? <input type="checkbox"/> Yes <input type="checkbox"/> No		

38. 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.

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

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

\$	
Spell out in words:	
Proposed start date	
Proposed completion date	

The undersigned has examined the site and all bidding documents and agrees: To execute a satisfactory agreement between the City of Lompoc and the Contractor and to provide certified proof of insurance coverage to the City for work in accordance with this bid document within 14 calendar days after notice of award.

We hereby certify that:

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

ORIGINAL BID DOCUMENT MUST INCLUDE AN ORIGINAL SIGNATURE. UNSIGNED BIDS WILL NOT BE CONSIDERED. Submission of a signed bid will be interpreted to mean that bidder has read the entire document and agrees to all of the terms and conditions set forth in all the sheets, which make up this invitation.

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

City of Lompoc, Bidder References

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

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

GENERAL TERMS AND CONDITIONS

1. **ISSUANCE OF BID:** This bid request creates no obligation on the part of the City and the City reserves the unconditional right, at its option, to either reject all proposals or waive any irregularities or informalities therein.

2. **BID SUBMISSION:** Proposals must be mailed or delivered in sealed envelope and must be labeled with the *Name of Bidder, Bid Title, and Date and Time of Opening*. Prices shall be printed or typewritten. Mistakes may be crossed out and corrections printed adjacent and initialed by person signing the bid. Bidders must complete and return the Exceptions to Specifications page of the specification page(s) in order to be considered.

3. **MORE THAN ONE BID:** More than one bid is allowed.

4. **BID VALIDITY/WITHDRAWAL:** Prices shall remain valid for ninety (90) days from date of opening and be inclusive. Proposals submitted may be withdrawn by written request received BEFORE the hour set for opening. No bidder may withdraw their bid after the time set for opening.

5. **QUESTIONS:** Questions may be submitted, by written request, for an interpretation or correction thereof. Fax or email inquiries to: Adrienne Boyd, (805) 735-7628, a_boyd@ci.lompoc.ca.us.

6. **MATERIAL SAFETY DATA SHEETS:** When applicable, bidders shall conform to California Labor Code, Section 6360 and Title 8 CAC, Section 339 and 5194 and submit MSDS on hazardous substances with bid.

7. **LOWEST APPARENT BIDDER SUBMITTAL REQUIREMENTS:** The lowest apparent bidder may be required to submit the following:

- a. Proof of authorized distributorship
- b. A sample or demonstration of any product/unit offered. Samples and/or demonstration must be free of expense to the City.
- c. City Business Tax number
- d. PUC permit
- e. Insurance requirements
- f. Proof of driver training on hazardous substances
- g. References

8. **QUANTITY ADJUSTMENT:** When applicable, it is mutually accepted that the quantities defined in this document reflect the approximate City requirements and may be adjusted. City may require and order or

reorder more than the quantity listed here by mutual agreement with the prevailing vendor.

9. **COMPLIANCE WITH LAWS:** All proposals shall comply with current federal, state and local laws relative thereto, including applicable Federal and State Occupation Safety and Health laws and that Seller will indemnify and hold the Buyer harmless for any failure to so conform.

10. **CONTRACT LIMITATIONS:** Any resulting contract shall be limited to all terms and conditions herein, including any general and special conditions and instructions, purchase order or other documents issued by the City.

11. **NEW/UNUSED AND LATEST MODEL:** Bidders shall provide pricing on new and unused items, material and/or units specified unless otherwise stated in specifications.

12. **WARRANTIES:** Bidder will fully warrant all materials and equipment for a period of not less than one (1) year from date of final acceptance by the City unless otherwise noted. All warranties, standard and extended, shall be shown on any units offered, and all costs related to the servicing of said warranties shall be clearly stated on bid form.

13. **F.O.B. POINT AND SHIPPING CHARGES:** All prices shall be quoted F.O.B. destination Lompoc, California. Any and all shipping, handling and freight charges shall be shown separately and included in the bid unless otherwise noted on bid form. If there are no shipping or handling charges itemized they are assumed to be included in the base price offer and no charges will be paid separately.

14. **CANCELLATION:** Any agreement resulting from an award may be canceled by either party at any time upon thirty (30) days written notice. The City may cancel any agreement WITH CAUSE within ten (10) days written notice to supplier.

15. **LAWS GOVERNING CONTRACT:** The contract shall be in accordance with the laws of the State of California and the County of Santa Barbara is the only appropriate forum for any litigation. In the event a suit or action is instituted arising out of any contract, the prevailing party shall be entitled to receive, in addition to its cost, such sum as the court may adjudge reasonable as to attorney's fees and costs.

16. **TAXES (FEDERAL EXCISE/SALES OR USE/LOCAL PREFERENCE):** The City is exempt from Federal Excise Tax. All taxes, if applicable, shall be

shown on bid form page. ALL TAXES; Sales, Use and Local Preference will be a consideration in bid evaluation.

17. **MINORITY BUSINESS ENTERPRISES:** It is the policy of the City that minority business enterprises shall have the maximum opportunity to participate in the City's bidding requirements.

18. **EQUAL EMPLOYMENT OPPORTUNITY:** It is the policy of the City to promote the full realization of equal employment opportunity.

19. **BID PROTEST:** Interested parties wishing to protest City solicitation documents may obtain a copy of Lompoc Code, 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>.

20. **SELL OR ASSIGN:** Contractor shall not have the right to sell, assign or transfer any obligations resulting from the award without the specific written consent of the Purchasing and Materials Manager.

21. REASONS FOR AUTOMATIC DISQUALIFICATION OF PROPOSALS:

Failure of bidder to fulfill all basic requirements will result in automatic bid rejection. A Letter of Bid Disqualification is sent to bidder failing to meet any of the requirements. The checklist of reasons for rejection as follows:

- Failure to sign bid document.
- Failure to ensure bid was received by City of Lompoc Purchasing Offices on or before bid opening date and time and the address specified in the bid.
- Failure to provide bid security (if required and in the form and amount specified).
- Failure to attend mandatory bidders' conference or mandatory site inspection.

- Failure to initial price alterations for one or more items.
- Failure to provide information or other supplemental materials as specified in the RFP or bid.
- Failure to bid on all items when specifically required.

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

22. **ENTIRE AGREEMENT** Any Agreement resulting from this Bid will consist of the following documents, in order of precedence, and shall be the entire agreement between parties:

- a. Purchase Order
- b. CITY's Invitation to Bid
- c. Attachments
- d. CONTRACTOR's Bid

23. **TIME OF BID SUBMISSION:** Bids or Proposals shall be submitted so as to be received in the office designated in the request for proposals not later than the exact time set for opening of proposals. Lompoc City Code Section 2603.E. reads "Bid Opening. No bid shall be considered which has not been received at the place, and at or prior to the time, stated in the invitation for proposals." The official time clock for this bid will be the U. S. Naval Observatory (USNO):
<http://www.time.gov/index.html>

Solicitations opening at 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 Agent or his representative designated as the bid opening official shall decide when the time set for bid opening has arrived, and so shall declare to those present. Proposals will be publicly opened and announced.



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. **Worker's Compensation Insurance in an amount not less than \$1,000,000** per occurrence as required by State of California statutes, and employer's liability insurance (including disease coverage). Insurer shall waive all rights of subrogation against the City, its employees, representatives, and agents.
2. **Automobile Liability Insurance** with coverage for any vehicle including those owned, leased, rented, or borrowed. This insurance shall have an endorsement naming the City as Additional Insured and with a standard cross-liability clause or endorsement. The limit amount for this insurance shall be not less than **\$500,000 per occurrence** combined single limit for bodily injury and property damage.
3. **General Liability Insurance** including premises and operations, products, completed operations, contractual liability, independent contractors, and broad form property damage coverages. This insurance shall be on a commercial insurance, occurrence form with an endorsement naming the City as Additional Insured and with a standard cross-liability clause or endorsement. The limit amount for this insurance shall be **not less than \$1,000,000** per occurrence combined single limit for bodily injury and property damage.
4. **You must provide evidence the insurance policy names the City and its 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 **coverages shall be primary**, and no other insurance or self-insurance such as may be utilized by the City shall contribute to a loss under these policies.
 - 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.

DATE: June 8, 2018



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:

Site improvements needed for installation of new restroom facility at Thompson Park

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).

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.

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Boilermaker | <input type="checkbox"/> Bricklayers | <input type="checkbox"/> Carpenters |
| <input type="checkbox"/> Carpet/Linoleum | <input type="checkbox"/> Cement Mason | <input type="checkbox"/> Drywall Finishers | <input type="checkbox"/> Drywall/Lathers |
| <input type="checkbox"/> Electricians | <input type="checkbox"/> Elevator Mechanic | <input type="checkbox"/> Glazier | <input type="checkbox"/> Iron Workers |
| <input type="checkbox"/> Laborers | <input type="checkbox"/> Millwrights | <input type="checkbox"/> Operating Engineer | <input type="checkbox"/> Painters |
| <input type="checkbox"/> Pile Drivers | <input type="checkbox"/> Pipe Trades | <input type="checkbox"/> Plasterers | <input type="checkbox"/> Roofers |
| <input type="checkbox"/> Sheet Metal | <input type="checkbox"/> Sound/Comm | <input type="checkbox"/> Surveyors | <input type="checkbox"/> Teamster |
| <input type="checkbox"/> Tile Workers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

(Use additional sheet if necessary)

Site improvements needed for installation of new restroom facility at Thompson Park

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	
** Provide information of 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	
Company Name		Email	
Address			
Telephone		Fax	
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>.

DIR Proj ID:		Project #:		Contract #:	
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CITY OF LOMPOC BID BOND

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

KNOW ALL MEN BY THESE PRESENTS

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

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

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

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

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

EXECUTED this _____ day of _____ 2018

Witness	PRINCIPAL
Typed Witness Name	By:
	Signature/Title (CORP. SEAL)
Witness	SURETY
Typed Witness Name	By:
	Signature/Title
(CORP. SEAL)	Attorney in Fact
Notary	
NOTE: ALL SIGNATURES MUST BE NOTARIZED AND CORPORATE SEALS AFFIXED TO THIS BOND. ATTORNEY-IN-FACT MUST ATTACH A POWER OF ATTORNEY FROM THE SURETY.	

CITY OF LOMPOC
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT WHEREAS, the City of Lompoc, State of California, by formal action the ____ Day of _____ 2018, awarded to said principal a contract for site improvements needed for installation of new restroom facility at Thompson Park in strict conformity with plan and special provisions, **Bid No. 2888** and whereas, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 2018.

_____ (Seal)

_____ (Seal)
Principal

_____ (Seal)
Surety

Address

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

CITY OF LOMPOC LABOR & MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS

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

WHEREAS, the condition of the foregoing obligation is such that the above-bounden Principal was, by formal action of the City of Lompoc, State of California on _____, 2018, awarded a Contract with the City of Lompoc, the terms of which are incorporated herein by this reference, in strict conformity with the Contract Documents entitled Invitation to **Bid No. 2888, Site Improvements for Installation of New Restroom Facility at Thompson Park.**

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

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

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

SIGNED and SEALED this _____ day of _____, 2018

(Name of Principal)

By: _____

Address to which notices to Surety should be sent: Title: _____

(Seal)

Surety

By: _____

Attorney-in-Fact

(Attach Notary Acknowledgment for Attorney-in-Fact)