

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA



Think Inside the Triangle™

Public Works Department
Airport Division
520 N. Tracy Blvd,
Tracy, California 95376
Phone: (209) 831-6300
Fax: (209) 831-4472

CONTRACT DOCUMENTS

For the

**TRACY MUNICIPAL AIRPORT FUEL STATION REPAIRS
CIP 77038**

BID OPENING: MONDAY, JANUARY 25, 2016 @ 2:00 PM

BID SET

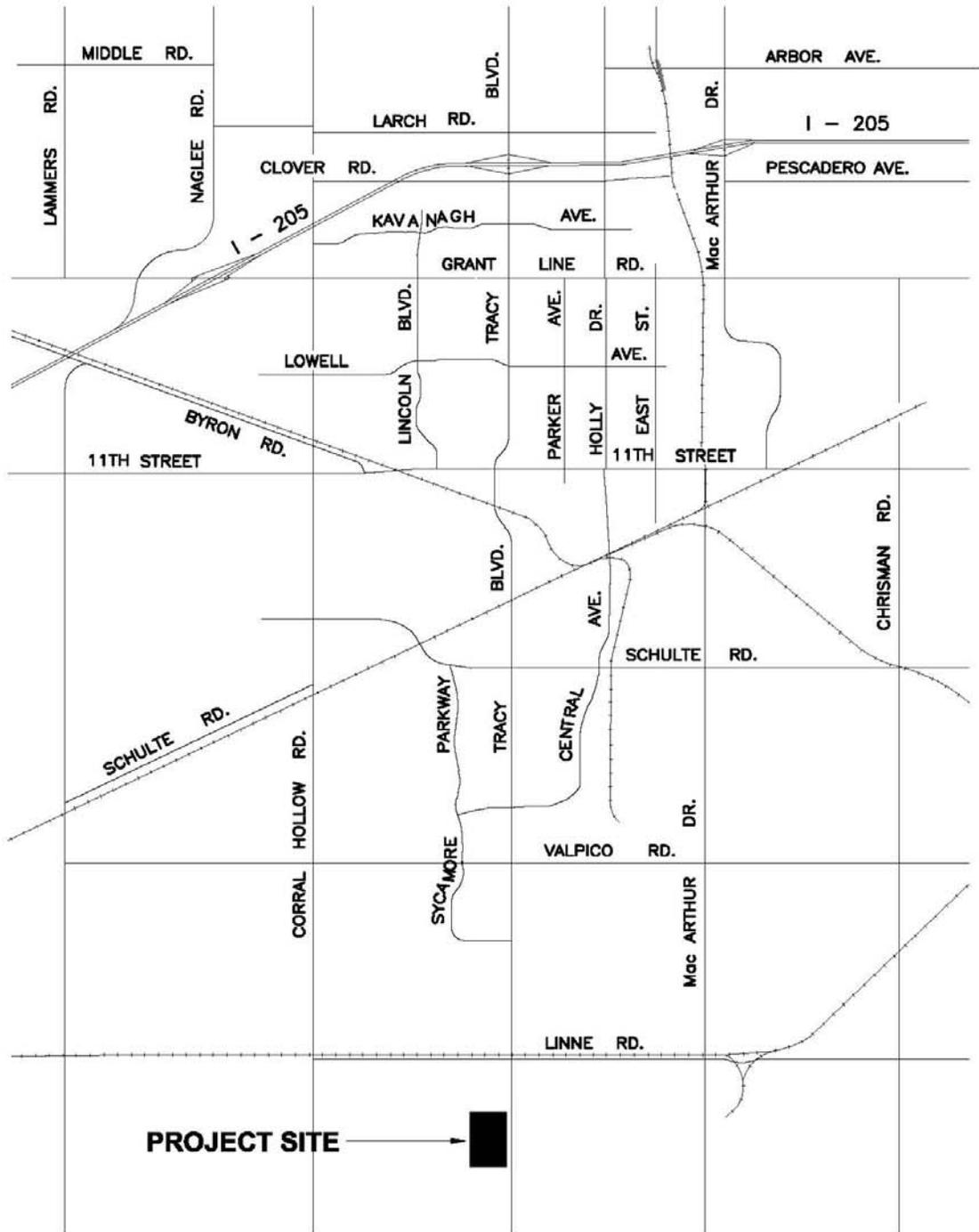
COPY NO. _____

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LOCATION MAP
 (CITY OF TRACY)



NOT TO SCALE

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

INVITATION FOR BIDS

SUBJECT: INVITATION FOR BIDS

This is to advise you that sealed bids for the work shown on the plans entitled:

**TRACY MUNICIPAL AIRPORT FUEL STATION REPAIRS
CIP 77038**

will be accepted by the City of Tracy, at the City Clerk's Office, CIVIC CENTER Second Floor,
333 Civic Center Plaza, Tracy, California 95376, until:

MONDAY, JANUARY 25, 2016 @ 2:00 PM

The Project is more specifically defined in the plans and specifications, but generally includes the following work to be done: Repair and installation of various sensors, valves and hoses on two aviation fuel tanks at the Tracy Municipal Airport.

Class A General Engineering Contractor's License with HAZ (Hazardous Substance Removal Certification) is required for this work.

Bids are required for the entire work as described herein, and shall be made upon the Bid Forms included in the attached Bid Documents in accordance with the Notice to Bidders. Bid Documents and Addendums shall be placed on the City Website at www.ci.tracy.ca.us, shall be downloaded and printed for submittal of Bids. Hard copies of the construction documents are **not** available at the Office of Director for sale. For technical questions, please call Ed Lovell at (209) 831-6204.

Website should be checked periodically for addendums and other instructions.

Dated: 12/23/2015

By:  (for)
Nora Pimentel, City Clerk
City of Tracy, California

Notice Published: **DECEMBER 23, 2015**
DECEMBER 30, 2015

**CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA**

NOTICE TO BIDDERS

PUBLIC NOTICE IS HEREBY GIVEN THAT the City of Tracy invites sealed bid proposals for the construction of the

**TRACY MUNICIPAL AIRPORT FUEL STATION REPAIRS
CIP 77038**

RECEIPT OF BIDS AND BID OPENING: Bids must be received at the office of the City Clerk, 333 Civic Center Plaza, Tracy, California 95376, not later than the Bid Deadline of

MONDAY, JANUARY 25 , 2016 @ 2:00 PM,

at which place and time the bids will be publicly opened and read aloud. Bids are invited on a lump sum price basis, are required for the entire work described herein, and shall be made upon the Bid Forms provided by the City and in accordance with the Contract Documents. Contractor is advised that the City of Tracy does not allow a bid to be withdrawn once submitted. The City Council also reserves the right to reject any or all bids.

CONTRACT DOCUMENTS: The plans and specifications are available on the City's Website at www.ci.tracy.ca.us. Bid documents shall be downloaded and printed for submission of bids. **The website should be checked periodically for addendums and other changes that are made for this project.** Plans and specifications are on file in the Office of the Director of Development Services and may be examined **only** at 333 Civic Center Plaza, Tracy, California. For technical questions, please call Ed Lovell at (209) 831-6204.

PROJECT ESTIMATE: The Engineer's Estimate will not be released until the Bids are opened.

PROJECT DESCRIPTION: The Project is more specifically defined in the plans and specifications, but generally includes the following work to be done: Repair and installation of various sensors, valves and hoses on two aviation fuel tanks at the Tracy Municipal Airport.

PROJECT LOCATION: 5749 S. Tracy Blvd., Tracy, San Joaquin County.

TIME OF COMPLETION AND LIQUIDATED DAMAGES: All work shall be diligently prosecuted to completion before the expiration of **Thirty (30) Calendar Days** from the date of receipt of the "Notice to Proceed". If the Contractor fails to complete the work within the above-specified time limit, the Contractor shall pay liquidated damages to the City, computed at the rate of **One Thousand Dollars (\$1,000)** for each calendar day beyond the specified time limit until the project is completed.

BID SECURITY: Pursuant to California Public Contract Code Section 20170, each proposal shall be accompanied by a bid security in the form of cash, cashier's or certified check, or bidder's bond made payable to the "City of Tracy" for an amount equal to at least ten percent (10%) of the Bid Amount and no bid shall be considered unless such security is enclosed therewith.

BID GUARANTEE: No bid shall be withdrawn except as provided for pursuant to Public Contract Code Section 5103, and the bidder shall guarantee the Total Bid Price for a period of ninety (90) calendar days from the date of the bid opening.

CONTRACTOR'S LICENSE: Bidders are to be licensed in accordance with the provisions of the "Contractor's License Law," Chapter 9 of Division 3 of the State Business and Professions Code. In addition, at the time of submitting the bid, bidder must have one of the following classification(s) of contractor's license: **Class A General Engineering Contractor's License with HAZ (Hazardous Substance Removal Certification).**

PREVAILING WAGE: The work contemplated by this contract is a public work subject to prevailing wages under California Labor Code Section 1770 *et. seq.* The successful bidder will be required to pay not less than the prevailing rate of per diem wages as determined by the California Department of Industrial Relations in effect on the date the work is performed.

BONDS AND INSURANCE: All contractors are required to furnish to the City faithful performance, labor and materials, and warranty bonds and insurance, as required in the specifications.

SECURITIES SUBSTITUTION: Pursuant to California Public Contract Code Section 22300, and at the request and expense of the Contractor to whom the Contract is awarded, securities of a value equivalent to the retention amount, in a form approved by the City, shall be permitted in substitution for money withheld by the City to ensure performance under the Contract.

PRE-BID CONFERENCE: None. A visit to the jobsite is required to bid. Arrangements to visit the site can be scheduled by contacting Nancy Earhart, Airport Coordinator, at (209) 831-6205.

REQUESTS FOR CLARIFICATION AND PROJECT COMMUNICATION: In the event the bidder has any questions as to the meaning of any part of the plans and specifications, or if the bidder finds any error, inconsistency, or ambiguity in the Contract Documents, the bidder shall make a written request for clarification prior to submitting its bid. All questions and comments regarding the plans and specifications should be directed in to the Project Manager indicated below and will only be responded to if received in writing at least four (4) working days before the bid opening. Questions received after this time and date may not be addressed.

City of Tracy – Public Works Department
520 N. Tracy Blvd, Tracy, CA 95376
Attention: Ed Lovell, Management Analyst II
ed.lovell@ci.tracy.ca.us
Telephone: (209) 831-6204

**SCHEDULE OF REQUIRED
BID DOCUMENTS AND AGREEMENT FORMS**

The following documents must be completed, signed and submitted as part of the Bid Proposal, **prior to the bid opening.**

- Bid Proposal with all Blanks Filled in
- Bid Schedule
- Designation of Subcontractors
- Certifications and Affidavits:
 - Non-Collusion Affidavit
 - Bidder's Qualifications
 - Bidder's References
- Signature of Bidder
- Bid Bond

The following documents must be completed, signed and submitted after approval and award of the Contract, **prior to the Notice to Proceed.**

- Agreement for Public Improvements
- Faithful Performance Bond
- Labor and Material Bond
- Warranty Bond
- General Liability Endorsement
- Automobile Liability Endorsement
- Worker's Compensation / Employers Liability Endorsement
- Workers Compensation Certification
- Certification of Safety Requirements for Contractors and Vendors
- Escrow Agreement for Security Deposits in Lieu of Retention (Optional)

The following documents must be completed, signed and submitted **prior to final acceptance:**

- Guarantee
- Stop Notice Releases, if any (form not included)
- Record Drawings (not included)

CITY OF TRACY
DEVELOPMENT & ENGINEERING SERVICES DEPARTMENT

BID PROPOSAL

FOR:

**TRACY MUNICIPAL AIRPORT FUEL STATION REPAIRS
CIP 77038**

IN

**CITY OF TRACY, COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA**

For use in Connection with the Standard Specifications for Public Works Construction (Greenbook), Standard Plans for Public Works Construction, Standard Specifications and Standard Plans of the California Department of Transportation, as applicable, the latest issue of the General Prevailing Wage Rates and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Project: TRACY MUNICIPAL AIRPORT FUEL STATION REPAIRS

Project Number: CIP 77038

Bid Opening Date: MONDAY, JANUARY 25, 2016 @ 2:00 PM

NOTE: All portions of all pages included within this section, and acknowledgement of receipt of any issued addenda must be properly completed, signed, and submitted with the bid. Failure to do so may result in the bid being deemed non-responsive by the City.

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BID PROPOSAL

BID TO: The Honorable Mayor and City Council Members
 Attn: City Clerk
 City of Tracy
 333 Civic Center Plaza
 Tracy, California 95376

FOR: **TRACY MUNICIPAL AIRPORT FUEL STATION REPAIRS**
 CIP 77038

BID FROM:

Bidder's Company Name: _____
Contact Person: _____
Business Street Address: _____
City, State, Zip Code: _____
Phone No.: () _____
Fax No.: () _____
Email: _____
Contractor License No.: _____
Date Bid Submitted: _____

Dear Mayor and City Council Members:

I, as bidder, declare that I have satisfied myself as to the actual conditions and requirements of the work by careful examination of the location of the proposed work, by examination of the plans and specifications including the Notice to Bidders, and by other measures, and that after submission of the bid, I will not dispute, complain or assert that there was any misunderstanding in regards to the nature or amount of work to be done.

I hereby certify that only those parties interested in this proposal as principals are named in this proposal and that this bid is genuine, and not sham, collusion, or made in the interest or in behalf of any person not named. I have not directly or indirectly induced or solicited any other bidder, person, firm or corporation to put in a sham bid, or refrain from bidding, and have not in any manner sought by collusion to secure for myself an advantage over any other bidder.

I agree that if this proposal is accepted, I will contract with the City of Tracy in the form of agreement proposed, will provide all bonds and insurance certificates as required by the agreement and will furnish all equipment and materials and perform all the labor required to complete the work in accordance with the plans, specifications and other contract documents, for the unit or lump sum prices set forth in the Bid Schedule.

I have carefully checked all of the figures in the Bid Schedule and understand that the City shall not be responsible for any errors or omissions on my part in making up this bid. I agree that this bid may not be withdrawn for a period of 90 calendar days from the date of the bid opening and that the City reserves the right to reject any or all bids.

BIDDING REQUIREMENTS

The work to be done and referred to here is in the City of Tracy, County of San Joaquin, State of California, and shall be constructed in accordance with all provisions of the project specifications and project plans including: any addenda; the Agreement; the Standard Specifications for Public Works Construction; "Greenbook", current edition; the Standard Plans for Public Works Construction, current edition; the Standard Specifications and Standard Plans of the California Department of Transportation, current edition; the Labor Surcharge and Equipment Rental Rates; and payment of not less than the latest issue of the State General Prevailing Wage Rates in effect on the date the work is performed.

For each of the various contract items of work designated on the Bid Schedule, the bidder shall set forth a unit or lump sum price which the bidder shall then use to calculate and designate a total cost for each item of work based upon the designated estimate of the quantities of work to be done, all in clearly legible figures in the respective spaces of the Bid Schedule provided for this purpose.

The bidder shall include in the unit or lump sum prices paid for the various contract items of work full compensation for conforming to the requirements of the Contract Documents and for completing all of the work required. No additional compensation shall be granted for any additional items unless categorized and approved as extra work under the terms of the agreement.

The estimate of construction quantities set forth in the Bid Schedule is approximate only, being given only as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond with those estimated quantities. The City reserves the right to increase the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer.

If the City accepts this proposal and the bidder fails to enter into the contract and/or fails to furnish bonds as required by the specifications with sureties satisfactory to the City within ten (10) calendar days after the bidder has received notice from the City that the contract has been awarded, the City may, at its option, determine that the bidder has breached and abandoned the contract, and thereupon, the bid security accompanying this proposal shall be forfeited and become the property of the City.

The Notice to Proceed will not be issued until after the contract has been fully executed. The contractor shall commence the work under the contract within fifteen (15) days following the date of the Notice to Proceed, or as otherwise specified in the project specifications, and shall diligently prosecute the project to completion within the time specified. The contract completion period is inclusive of the time needed for material delivery.

Bidder shall comply with the requirements of the California Labor Code, including sections 1770 *et seq.*, and pay not less than the higher of the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the city, which copies shall be made available

to any interested party upon request. The Contractor shall post a copy of such determination at the job site.

As required by Section 6705 of the California Labor Code and in addition thereto, for any excavation of any trench or trenches five feet (5') or more in depth, the Contractor shall submit to the Engineer for acceptance, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. Structural calculations prepared, stamped and signed by a Registered Engineer licensed to practice in the State of California shall accompany the plan to verify the structural safety and adequacy of the sheeting, shoring and bracing to be used on the project. No such plan shall allow any shoring, sloping or a protection system less effective than that required by the Construction Safety Orders of the State Division of Occupational Safety and Health.

In accordance with the provisions of Section 1860 of the Labor Code, prior to performing work on the Contract, each Contractor to whom a public works contract is awarded shall sign and file with the City the Worker's Compensation Certification included in the "Agreement and Agreement Forms" section of these specifications.

Bidder's attention is directed to General Provisions, Section 2, "Proposal Requirements and Conditions", which contains additional information and requirements pertaining to the submission of a bid, and which is incorporated here by reference.

Any protest of the proposed contract award must be submitted in writing to the City no later than 5:00 p.m. on the fifth business day following the date of the bid opening. See the General Provisions, Section 2.14 for bid protest procedures.

BID SCHEDULE

**TRACY MUNICIPAL AIRPORT FUEL STATION REPAIRS
CIP 77038**

All applicable sales taxes, state and/or federal, and any other special taxes, patent rights or royalties are included in the price quoted in the bid.

In the case of a discrepancy between the product of the “Estimated Quantity” and the “Unit Price” with the “Item Total”, the product of the “Estimated Quantity” and the “Unit Price” shall prevail and the figure shown as the “Item Total” shall be adjusted accordingly. In the case of a discrepancy between the sum of the figures in the “Item Total” column (adjusted per the previous sentence, if necessary) and the amount set forth as the “Total Base Bid Amount”, the sum of the figures in the “Item Total” column shall prevail and the amount shown as the “Total Base Bid Amount” shall be adjusted accordingly.

BASE BID ITEMS ARE AS FOLLOWS:

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Total
1	Fuel Station Repair Items	1	LS	\$ _____	\$ _____

Total Base Bid Amount: \$ _____

ADDITIVE BID ITEMS ARE AS FOLLOWS:

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Total
A	Paint AvGas Fuel Tank and ancillary equipment	1	EA	\$ _____	\$ _____
B	Paint Jet A Fuel Tank and ancillary equipment	1	EA	\$ _____	\$ _____
C	Install Jet A Fuel Dispenser	1	EA	\$ _____	\$ _____
D	Install AvGas Fuel Dispenser	2	EA	\$ _____	\$ _____

Notes:

1. The Contract will be compared on the basis of the Total Base Bid Amount without consideration of the Additive Bid Items.
2. The City reserves the right to award the Contract with or without any Additive Bid Item based on availability of revenue.
3. The City reserves the right to reject all bids for any reason whatsoever.
4. Issuance of the “Notice to Proceed” will constitute the beginning of the Contract.

DESIGNATION OF SUBCONTRACTORS

In accordance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100 *et seq.* (the "Subcontracting Act"), the Bidder hereby certifies and submits, as required by law, the following concerning subcontractors:

1. The portion of the work, which will be done by each such subcontractor.
2. The name and location of the place of business of each subcontractor who will perform work or labor, fabricate a portion of the work or improvement according to detailed drawings in the project plans, or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of the Contractor's total bid; and

Portion of Work to be <u>Performed:</u>	Subcontractor Name/Address
1. _____	_____ _____ _____
2. _____	_____ _____ _____
3. _____	_____ _____ _____
4. _____	_____ _____ _____
5. _____	_____ _____ _____

(For additional Subcontractors, attach copies of this sheet as necessary)

CITY BUSINESS LICENSE REQUIREMENT

NOTE: It is understood and agreed that the bidder and all subcontractors will obtain a City of Tracy Business License before beginning any work.

NON-COLLUSION AFFIDAVIT

Title 23 United States Code Section 112 and
Public Contract Code Section 7106

State of California)
) ss.
County of _____)

_____ (name of person signing affidavit), being first duly sworn, deposes and says under penalty of perjury under the laws of the State of California, that he or she has the right, power, legal capacity, and authority to execute this Affidavit as _____ (sole owner, partner, president, secretary, etc) of _____

_____ (legal name of Bidder), the Bidder, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in any false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

IN WITNESS WHEREOF, the undersigned, as bidder, represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Bidder, and have executed this document by setting hereto their names, titles and signature.

(Signature of Representative of Bidder)

Subscribed and sworn to before me, a Notary Public in and for the State of California,
County of _____, this _____ day of _____, 20_____.

Signature of Notary Public: _____

My Commission expires _____, 20_____ (Seal)

NOTE: THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED AS PART OF THE CONTRACTOR'S BID PROPOSAL.

BIDDER'S QUALIFICATIONS

The following statements as to the financial qualifications and experience of the Bidder are submitted as a part of this Bid and the Bidder guarantees the truthfulness and accuracy of the information. Pursuant to Public Contract Code 10165, financial statements and experience questionnaires are not public records and are not open to public inspection.

Financial Data

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder.

NAME OF BANK

ADDRESS

Experience Data

The Bidder has been engaged in the contracting business, under the present business name for _____ years. Experience in work of a nature similar to that covered in this Bid extends over a period of _____ years.

The Bidder as a Contractor has never failed to satisfactorily complete a contract awarded to him, except as follows: (Name all exceptions and reasons therefore):

BIDDER'S REFERENCE

List three (3) major projects which the Bidder has performed comparable work for a Governmental Agency or Developer within the last three (3) years. Providing a contact person and description of the project, or other such information that will demonstrate the ability to vigorously prosecute the work.

1.

PROJECT NAME	LOCATION	YEAR COMPLETED
AGENCY CONTACT PERSON	TELEPHONE NO.	
BRIEF DESCRIPTION OF THE WORK AND/OR MANNER OF EXECUTION		

2.

PROJECT NAME	LOCATION	YEAR COMPLETED
AGENCY CONTACT PERSON	TELEPHONE NO.	
BRIEF DESCRIPTION OF THE WORK AND/OR MANNER OF EXECUTION		

3.

PROJECT NAME	LOCATION	YEAR COMPLETED
AGENCY CONTACT PERSON	TELEPHONE NO.	
BRIEF DESCRIPTION OF THE WORK AND/OR MANNER OF EXECUTION		

SIGNATURE OF BIDDER

The terms and conditions of the final contract when executed shall control and supersede anything herein to the contrary or inconsistent with such contract.

The bidder hereby offers to furnish all labor, materials, equipment, transportation, and services necessary to complete the work on this project in accordance with the Contract Documents and to complete all requirements of the Contract Documents for the sums quoted in this Bid.

Addenda:

(if any) bidder has received and examined all addenda issued during the bid period and agrees that all addenda shall be made a part of the Contract Documents. The bidder acknowledges receipt and incorporation of all impacts resulting from all addenda issued by inserting the number of each addendum below OR by signing and submitting with the bid proposal the signature page from each addendum.

Addendum Nos. _____, _____, _____, _____, _____

Bidder's Guarantee:

In accordance with Public Contract Code Section 20170, accompanying this Bid is _____ (insert the word "Cash", "Cashier's Check", "Certified Check" or "Bidder's Bond" as the case may be) made payable to the City in the amount of _____ (\$_____) equal to at least ten percent (10%) of the total amount of this bid, which is given as a guarantee that the undersigned will enter into a contract if awarded the work.

Company Profile:

The names of all persons interested in the foregoing bid as principals are as follows:

Note: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if partnership, state true name of firm, also names of all individual partners composing firm; if bidder or other interested person is an individual, state first and last name in full.

Firm Name: _____

Business Address: _____

Names and Titles of Company Officers:

1. _____
2. _____
3. _____
4. _____

Licensed in accordance with the Contractors License Law, Business and Professions Code, Section 7000 *et seq.*, providing for the registration of contractors:

License No.: _____, Date of license expiration: _____.

Proposal Execution:

IN WITNESS WHEREOF, the undersigned, as bidder, represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the Bidder, and have executed this document by setting hereto their names, titles, and signatures. The representations made herein, including but not limited to the above contractor's license, expiration date and name of bidder, are true and correct, shall be complied with and are made under penalty of perjury.

1. _____
Authorized Signature

Printed Name

Title

2. _____
Authorized Signature

Printed Name

Title

_____, 20____
Dated

Note: If Bidder is a corporation, the signature of two officers authorized to sign contracts on behalf of the corporation shall be set forth above; if Bidder is a partnership, the signature of the partner or partners authorized to sign contracts on behalf of the partnership shall be set forth above; and if Bidder is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation, or a member of a partnership, a Power of Attorney must be on file with the City of Tracy prior to opening bids or be submitted with the bid.

Subscribed and sworn to before me, a Notary Public in and for the State of California,
County of _____, this _____ day of _____, 20_____.

Signature of Notary Public: _____

My Commission Expires: _____, 20_____ (Seal)

AGREEMENT AND AGREEMENT FORMS

Agreement for Public Improvements..... A-1

Agreement Forms

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- Guarantee (to be submitted prior to final acceptance) A-21

AGREEMENT FOR PUBLIC IMPROVEMENTS

TRACY MUNICIPAL AIRPORT FUEL STATION REPAIRS CIP 77038

This AGREEMENT ("Agreement") is entered into between the CITY OF TRACY, a municipal corporation ("City"), and _____ ("Contractor").

RECITALS

- A.** In accordance with State law, including the Public Contract Code, and local law, including the Tracy Municipal Code, the City issued an invitation for competitive bids for this Project.
- B.** In response to the invitation for bids, the Contractor submitted the Bid Forms, which are incorporated here by reference, and these were found by the City to be responsive to the invitation for bids.
- C.** After reviewing all bids submitted in response to the invitation for bids, the City found the Contractor to be the Lowest Responsible Bidder, and the City Council awarded this Agreement to the Contractor pursuant to Resolution No. _____.
- D.** The Project is more specifically defined in the plans and specifications, but generally includes the following work to be done: Construct a 12 FT wide, approximately 3100 LF unpaved private access road including earthwork, grading, compaction, class 2 aggregate base, barbed wire and chain link fencing and gates, telephone conduit.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. SCOPE OF WORK.** The Contractor shall perform, or cause to be performed, the Work described in the Contract Documents ("Work"), to the satisfaction of the City Engineer. Contractor shall perform additional work arising from changes ordered by the City in accordance with Section 2.3, "Modifications" of this Agreement.
- 2. CONTRACT DOCUMENTS.**
 - 2.1. List of Contract Documents and Precedence. The Contract Documents consist of the documents listed below, in order of precedence. If there is a conflict between component parts of the Contract Documents, the document highest in precedence controls. See also General Provisions, Section 4.05, "Precedence of Contract Documents".
 - a. Change orders.
 - b. Project directives.
 - c. Permits in the following order: those issued by other agencies, those issued by the City.
 - d. Agreement and Required Agreement Forms – Bid Bond, Faithful Performance and Labor and Materials Bonds, Warrantee Bond, Insurance Endorsements, Worker's Compensation.

- e. Project Specifications, in the following order - Addenda, Bid Proposal including all Bid Proposal Forms, Notice to Bidders, Special Provisions, Technical Provisions, Exhibits, and General Provisions.
- f. Project Plans and Drawings.
- g. City Standard Specifications.
- h. City Standard Plans and City Parks and Streetscape Standard Plans.
- i. Reference Specifications, in the following order – Standard Specifications for Public Works Construction “Greenbook” (current edition), State of California Department of Transportation (Caltrans) State Standard Specifications (current edition).
- j. Reference Plans, in the following order – Standard Plans for Public Works Construction (current edition), State of California Department of Transportation (Caltrans) State Standard Plans (current edition).

2.2. Addenda. The following addenda are incorporated into the Contract Documents:

<u>No.</u>	<u>Date of Issue:</u>
_____	_____
_____	_____

2.3. Modifications. The Contract Documents may not be modified orally or in any manner other than in writing in accordance with procedures prescribed in the Contract Documents. See General Provisions Sections 2.07, “Examination of Plans, Specifications, and Work Site”, Section 2.08, “Requests for Clarification”, Section 5, “Changes in Work”, Section 8.15, “Time of Completion and Days Charged”, and Section 10.06, “Claims”. All such written modifications shall become part of the Contract Documents.

2.4. Entire Agreement. The Contract Documents comprise the entire integrated understanding between the City and Contractor concerning the Work to be performed for this Project. All prior negotiations or stipulations regarding this matter, which preceded or accompanied the executing of these Contract Documents are conclusively deemed to be superseded by these Contract Documents. The Contract Documents are complementary; what is called for in one is binding as if called for by all. To the extent that portions of the Contract Documents are not attached to this Agreement, they shall be deemed incorporated here by reference.

3. **CONTRACT AMOUNT.** The Contract Amount, is _____ Dollars (\$_____). City shall pay to Contractor, for the performance of the Work, the Contract Amount pursuant to the General Provisions, Section 10, “Measurement and Payment”, subject to adjustment for unit price items, and as modified by the terms of the Contract Documents. The Contractor’s compensation shall include all costs incurred by the Contractor in the performance of the Work, including: furnishing all labor (including supervision), materials, equipment, tools, transportation, and services necessary (including the costs of any and all applicable taxes, patent rights, royalties, licenses, permits, and traffic control; including flagmen) to complete the Work (including costs to protect the Work, and all damages to the Work prior to acceptance of the Work by the City, unless otherwise specifically provided in the Contract Documents).

4. **CONTRACT TIME.** After the Contractor has provided all documents required by the Notice of Award, as identified in the Notice to Bidders, and following execution of the Agreement by the City, the City shall issue a Notice to Proceed to the Contractor. Contract time shall commence upon receipt date of the Notice to Proceed. Contractor shall commence work within fifteen calendar days of the receipt date specified in the Notice to Proceed. See General Provisions Sections 8.01, "Notice to Proceed", 8.02, "Commencement of Work", 8.15, "Time of Completion and Days Charged", and 8.17, "Delays and Extension of Time".
5. **LIQUIDATED DAMAGES.** If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to the City, as liquidated damages and not as a penalty, the sum specified in the Notice to Bidders for each calendar day after the expiration of the Contract Time that the Work remains incomplete. See Notice to Bidders and General Provisions Section 8.16, "Liquidated Damages".
6. **CONTRACTOR REPRESENTATIVE.** At all times during the progress of the Work, Contractor shall have a competent foreman or superintendent ("Contractor Representative") on site with authority to act on behalf of the Contractor. The Contractor shall, at all times, keep the City Engineer informed in writing of (a) the name and telephone number of the Contractor Representative, and (b) the names and telephone numbers of all subcontractors performing the Work.
7. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by the Contractor, and before the commencement of any Work, the Contractor shall furnish a Faithful Performance Bond and a Labor and Material Bond, or other guarantees, in the required amounts as improvement securities, in a form substantially the same as that set forth in the Contract Forms or in an alternate form authorized by state law and approved by the City. See Division C, "Agreement and Agreement Forms" of the Project Specifications and General Provisions Section 3.07, "Contract Bonds".
8. **INSURANCE.** Concurrently with the execution of this Agreement by the Contractor, and prior to the commencement of any Work, the Contractor shall furnish evidence to the City that all of the insurance requirements required by General Provisions Section 3.08, "Insurance Requirements" have been satisfied.
9. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Contractor shall obtain and maintain all necessary permits and licenses for the performance of the Work, as provided in General Provisions Section 9.06, "Permits and Fees".
10. **DEFAULT.** The default provisions set forth in General Provisions Section 8.12, "Default by Contractor and Termination of Control", shall apply.
11. **FINAL ACCEPTANCE OF WORK.** Prior to final acceptance of the Work by the City Council, the Contractor shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The Contractor's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations under the Agreement have been satisfied, all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete. See General Provisions Sections 8.20, "Final Acceptance" and 8.21, "Risk of Loss".
12. **WARRANTY.** The Contractor shall warrant the quality of the Work for a period of one year after acceptance of the Work by the City Council, and shall provide a Guarantee and Warranty Bond in the required amount, in accordance with the terms of the Contract

Documents. In the event that during the one-year warranty period any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Contractor under this Agreement, the Contractor shall be in default. See General Provisions Section 11, "Guarantee".

13. LABOR REQUIREMENTS.

13.1. Prevailing Wage. The California general prevailing wage rates determined by the Director of Industrial Relations are made a part of this Agreement. Nothing in the Contract Documents shall be interpreted in a manner conflicting with these rates. See General Provisions Section 9.05 (d), "Prevailing Wage".

13.2. Apprentices. Labor Code Sections 1777.5, 1777.6 and 1777.7 govern the employment of apprentices by Contractor or any Subcontractor. Contractor and any of his Subcontractors shall comply with these Labor Code requirements. Contractor shall have full responsibility for compliance regardless of any other contractual or employment relations alleged to exist. See General Provisions Section 9.05 (f), "Apprentice Program".

13.3. Wage Information. A copy of the general prevailing rates of per diem wager for each craft, classification or type of worker needed to perform the Agreement, as determined by the Director of the State Department of Industrial Relations, are available at the office of the City's Director of Development and Engineering Services, located at Tracy CIVIC CENTER, 333 Civic Center Plaza. These will be made available to any interested party upon request.

13.4. Hours of Labor. The Contractor shall forfeit, as a penalty, to the City \$50 for each worker employed in the execution of the Agreement by him or by any Subcontractor for each calendar day during which any worker is required or permitted to labor more than 8 hours, in violation of Labor Code sections 1810-1815. See General Provisions Section 9.05 (c), "Hours of Labor".

13.5. Nondiscrimination. Contractor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, or physical or mental disability. See General Provisions Section 9.05 (a), "Non-Discrimination".

14. INDEPENDENT CONTRACTOR STATUS. Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents or Subcontractors, and they shall not be deemed agents, servants or employees of the City. See General Provisions Sections 9.01, "Contractor's Responsibility for the Work" and 9.02, "Contractor's Responsibility for Subcontracted Work".

15. CONFLICTS OF INTEREST. Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that Contractor maintains or acquires such a conflicting interest, any contract (including this Agreement) involving Contractor's conflicting interest may be terminated by the CITY.

16. ATTORNEY'S FEES. If any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

17. INDEMNIFICATION. Contractor shall indemnify, defend, and hold harmless the City (including its elected officials, officers, agents, and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses) resulting from or arising out of the performance of the Work by Contractor (including Contractor's agents, representatives, contractors, subcontractors, and employees), except only for those claims arising from the established willful misconduct or active negligence of the City. Contractor's indemnification shall specifically include, but not be limited to, all claims arising out of: contract claims, property damage, personal injury, and any infringement of patent rights or copyrights incidental to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. Contractor's indemnification shall include any and all costs, expenses, court costs, attorneys' fees and liability incurred by the City in enforcing the provisions of this section, and in defending against such claims, whether the same proceed to judgment or not. Contractor shall reimburse City for any expenditures City incurs by reason of such matters.

18. ASSIGNMENT AND DELEGATION.

18.1. Assignment of This Agreement. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Contractor's duties be delegated, without the written consent of the City. See General Provisions Section 3.04, "Assignment".

18.2. Assignment pursuant to Government Code. Pursuant to Government Code Section 4552, the Contractor shall assign to the City, all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor further warrants that all goods, services, and materials provided to the City in accordance with this Contract are free and clear of all liens and encumbrances.

19. MISCELLANEOUS PROVISIONS.

19.1. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

<u>To CITY:</u>	<u>To CONTRACTOR:</u>
City of Tracy	_____
Development Services Dept.	_____
Attn: Paul Verma	_____
333 Civic Center Plaza	_____
Tracy, CA 95376	_____

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

- 19.2. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 19.3. Severability. In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
- 19.4. Public Records. Public records are subject to disclosure under the California Public Records Act, Government Code Section 6250 *et. seq.*
- 19.5. Jurisdiction and venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
- 19.6. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Contractor and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

(Signatures on next page)

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CONTRACTOR:

Name of Contractor

Contractor's Address

Federal Employer ID No.

Contractor's License No.

Class of License & Exp. Date

If Contractor is a Corporation, the agreement must be signed by one corporate officer from each of the following two groups:

Group A - Chairman, President or Vice President

Group B – Secretary, Assistant Secretary, CFO or Assistant Treasurer

If Contractor is a partnership, the agreement must be signed by the partner or partners authorized to sign contracts on behalf of the partnership. If Contractor is an individual, the agreement must be signed by the individual. If the signature is by an agent other than an officer of a corporation, or a member of a partnership, a power of attorney must be submitted with the Agreement.

Authorized Signature of Contractor

Authorized Signature of Contractor

Name of Signatory (written out)

Name of Signatory (written out)

Title of Signatory

Title of Signatory

Date

Date

CITY OF TRACY:

By: Michael Maciel
Title: MAYOR

Date: _____
(Approval Effective)

ATTEST:

By: Nora Pimentel
Title: CITY CLERK

Date: _____

APPROVED AS TO FORM:

By: Daniel G. Sodergren
Title: CITY ATTORNEY

Date: _____

END OF AGREEMENT

Faithful Performance Bond

CITY OF TRACY
Tracy, California

Bond Number _____

WHEREAS, _____ (“Principal”) has entered into an “Agreement” with the City of Tracy (“City”) for the project identified as: **TRACY MUNICIPAL AIRPORT FUEL STATION REPAIRS, CIP 77038**, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the terms of the Agreement require the Principal to submit performance security.

NOW, THEREFORE, Principal and _____ (“Surety”), are hereby held and firmly bound unto the City in the amount of _____ dollars (\$ _____), for payment of which Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal (or its heirs, executors, administrators, successors, or assigns approved by the City) performs the covenants, conditions, and obligations of the Agreement, including the obligation to indemnify, defend, and hold harmless the City, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety’s obligation under this bond shall arise after the City has provided written notice to the Surety, at the address set forth below, of the Principal’s default under the Agreement, and the Principal’s failure to cure the default in accordance with the terms of the Agreement.

The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by any modification to the Agreement by the City and the Principal, and the Surety hereby waives notice of any such modification.

In the event suit is brought upon this bond, the surety shall pay reasonable attorneys’ fees and costs incurred by the prevailing parties in such suit, which fees and costs shall be in addition to the face amount of the bond.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

Principal: _____
(Name of Firm)

Surety: _____
(Name of Firm)

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Address for Notices to Surety:

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY’S POWER OF ATTORNEY MUST BE ATTACHED.

Labor and Material Bond

CITY OF TRACY
Tracy, California

Bond Number _____

WHEREAS, _____ (“Principal”) has entered into an “Agreement” with the City of Tracy (“City”) for the project identified as: **TRACY MUNICIPAL AIRPORT FUEL STATION REPAIRS, CIP 77038**, the terms and conditions of which are incorporated herein by reference; and the terms of the Agreement require the Principal to submit payment (labor & material) security for the benefit of all “Claimants”; and

WHEREAS, the term “Claimants” is defined as any of the persons named in California Civil Code Section 3181, or their assigns.

NOW, THEREFORE, Principal and _____ (“Surety”), are hereby held and firmly bound unto the City, and all Claimants, in the amount of _____ dollars (\$_____), for payment of which Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal (or its heirs, executors, administrators, successors, or assigns approved by the City) and all of its subcontractors pay: (a) all Claimants, and (b) all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Agreement, and (c) all amounts required to be deducted, withheld, and paid over to the California Employment Development Department from the wages of employees of the Principal and its subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor; then this obligation shall become and be null and void; otherwise it shall remain in full force and effect.

The Surety’s obligation under this bond shall arise, and the Surety shall make appropriate payments, after the Surety has received written notice, at the address set forth below, of the Principal’s failure to make payment in accordance with the obligations of the Agreement or this bond.

This bond shall inure to the benefit of the City and Claimants, as to give a right of action to any Claimant or their assigns in any suit brought upon this bond.

In the event suit is brought upon this bond, the surety shall pay reasonable attorneys’ fees and costs incurred by the prevailing parties in such suit, which fees and costs shall be in addition to the face amount of the bond.

The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by any modification to the Agreement by the City and the Principal, and the Surety hereby waives notice of any such modification.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

Principal: _____
(Name of Firm)

Surety: _____
(Name of Firm)

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY’S POWER OF ATTORNEY MUST BE ATTACHED.

Address for Notices to Surety:

WARRANTY BOND

(To Be Submitted Prior to Project Acceptance
Pursuant to General Provisions Section 3.07, "Contract Bonds")

CITY OF TRACY
Tracy, California 95376

Bond Number _____

WHEREAS, _____ ("Principal")
has entered into an "Agreement" dated _____, 20____, with the City of Tracy ("City") for the
project identified as: **TRACY MUNICIPAL AIRPORT FUEL STATION REPAIRS, CIP 77038**, the terms
and conditions of which are incorporated herein by reference; and

WHEREAS, the terms of the Agreement require the Principal to install and complete certain
designated public improvements; and

WHEREAS, the Principal is required under the terms of said agreement to furnish a good and
sufficient warranty bond for the faithful performance of said agreement pursuant to Government Code
Sections 66499.1., 66499.4. and 66499.9. and Tracy Municipal Code Section 12.36.080, and

WHEREAS, Principal has completed the construction of various public improvements, consisting
generally of the following scope of work:

in accordance with the General Provisions, the Drawings and Specifications, which Contract Documents
are by reference incorporated herein, and made a part hereof, and is referred to as the Plans.

NOW, THEREFORE, the condition of this obligation is such that, if Principal shall remedy any
defects due to faulty materials or workmanship, and pay for any damage to other work resulting there
from, which shall appear within a period of one (1) year from the date of substantial completion of the
work, or acceptance of the project, provided for in the Plans, then this obligation to be void; otherwise to
remain in full force and effect.

IN WITNESS WHEREOF, the Principal has duly executed this instrument and Surety above
named, on _____, 20____.

Principal

Bonding Company

**NOTE: THE WARRANTY BOND SHALL BE SUBMITTED BY THE CONTRACTOR PRIOR TO THE
EXECUTION OF THE AGREEMENT, CONCURRENTLY WITH THE FAITHFUL PERFORMANCE
BOND AND LABOR AND MATERIAL BOND, PRIOR TO THE COMMENCEMENT OF ANY WORK.**

General Liability Endorsement

1. POLICY INFORMATION

Endorsement No. _____
Policy No. _____

1.1 Insurance Company _____ (“Company”)
(Must have a current A.M. Best’s rating of no less than A:VII)
Address & Telephone of Insurance Company

ATTN: _____

Phone: _____

1.2 Named Insured _____ (“Named Insured”)
Address & Telephone of Named Insured

ATTN: _____

Phone: _____

1.3 City of Tracy (“City”). (The term “City” shall include the City, its elected and appointed officials, officers, employees, agents and volunteers.)

Address & Telephone of City
City of Tracy, _____ Department
333 Civic Center Plaza, Tracy CA 95376

ATTN: _____

Phone: _____

1.4 Policy Term (From) _____ (To) _____

1.5 Endorsement Effective Date _____

1.6 Limit of Liability
Any One Occurrence \$ _____ (minimum \$1 million)
General Aggregate \$ _____ (minimum \$2 million)

1.7 Excess Liability
Each Occurrence \$ _____
Aggregate \$ _____

1.8 Deductible or Self-Insured Retention: \$ _____
(Nil Unless Otherwise Specified)

2. POLICY AMENDMENTS

2.1 **COVERAGE.** Contractor shall furnish the City with original certificates and endorsements, including amendatory endorsements, in consideration of the policy premium. Notwithstanding any inconsistent statement in the Policy to which this Endorsement or any other endorsement is attached thereto, it is agreed as set forth in the requirements herein.

2.2 **INSURED.** The City is included as an insured regarding damages and defense of claims arising from: (a) Activities performed by or on behalf of the Named Insured; (b) Products and completed operations of the Named Insured; or (c) Premises owned, leased, or used by the Named Insured.

- 2.3 CONTRIBUTION NOT REQUIRED. The insurance provided by the Policy shall be primary insurance, with respect to the City, for: (a) Work performed by the Named Insured for or on behalf of the City, (b) Products sold by the Named Insured for or on behalf of the City, (c) Products sold by the name Insured to the City, or (d) Premises leased by the Named insured from the City. Any insurance maintained by the City shall be in excess of the insurance provided by the Policy, and the City's insurance shall not contribute with it.
- 2.4 SCOPE OF COVERAGE. The Policy provides coverage at least as bDRIVEWAY as Insurance Services Office (ISO) Commercial General Liability Coverage, "occurrence" form CG 00 01.
- 2.5 SEVERABILITY OF INTEREST. The insurance provided by the Policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought.
- 2.6 PROVISIONS REGARDING THE NAMED INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure by the Named Insured to comply with reporting provisions of the Policy shall not affect coverage provided to the City.
- 2.7 CANCELLATION NOTICE. The insurance provided by the Policy shall not be suspended, voided, canceled, or materially changed in coverage or in limits except after thirty (30) days prior written notice has been given to the City.
- 2.8 METHOD OF PROVIDING NOTICE. All notices, demands, or other communications contemplated by this Endorsement, including: (a) notices of claims provided to the Insurance Company, (b) cancellation notices provided to the City, and (c) notices of change of address, shall be in writing and personally delivered or mailed to the respective party at the address designated in this Endorsement. Communications shall be deemed to have been given and received on the first to occur of: (i) actual receipt at the address designated above, or (ii) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated in this Endorsement.
3. SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER
 The individuals executing this Endorsement represent and warrant that they have the right, power, legal capacity, and authority to bind the Insurance Company identified on this endorsement, and by their signature hereby bind the Insurance Company.

 SIGNATURE OF AUTHORIZED REPRESENTATIVE

 DATE

 TYPED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Address & Telephone of Authorized Representative

ATTN: _____

Phone: _____

Automobile Liability Endorsement

1. POLICY INFORMATION

Endorsement No. _____
Policy No. _____

1.1 Insurance Company _____ (“Company”)
(Must have a current A.M. Best’s rating of no less than A:VII)
Address & Telephone of Insurance Company

ATTN: _____
Phone: _____

1.2 Named Insured _____ (“Named Insured”)
Address & Telephone of Named Insured

ATTN: _____
Phone: _____

1.3 City of Tracy (“City”). (The term “City” shall include the City, its elected and appointed officials, officers, employees, agents and volunteers.)

Address & Telephone of City
City of Tracy, _____ Department
333 Civic Center Plaza, Tracy CA 95376
ATTN: _____
Phone: _____

1.4 Policy Term (From) _____ (To) _____

1.5 Endorsement Effective Date _____

1.6 Limit of Liability
Any One Occurrence \$ _____
General Aggregate \$ _____

1.7 Excess Liability
Each Occurrence \$ _____ (minimum \$1 million)
Aggregate \$ _____

1.8 Deductible or Self-Insured Retention: \$ _____
(Nil Unless Otherwise Specified)

2. POLICY AMENDMENTS

2.1 **COVERAGE.** Contractor shall furnish the City with original certificates and endorsements, including amendatory endorsements, in consideration of the policy premium. Notwithstanding any inconsistent statement in the Policy to which this Endorsement or any other endorsement is attached thereto, it is agreed as set forth in the requirements herein.

2.2 **INSURED.** The City is included as an insured regarding damages and defense of claims arising from: the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the Named Insured.

- 2.3 **CONTRIBUTION NOT REQUIRED.** The insurance provided by the Policy shall be primary insurance, with respect to the City, for Work performed by the Named Insured for or on behalf of the City. Any insurance maintained by the City shall be in excess of the insurance provided by the Policy, and the City's insurance shall not contribute with it.
- 2.4 **SCOPE OF COVERAGE.** The Policy provides coverage at least as bDRIVEWAY as Insurance Services Office form CA 00 01, Code 1 for "any auto."
- 2.5 **SEVERABILITY OF INTEREST.** The insurance provided by the Policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought.
- 2.6 **PROVISIONS REGARDING THE NAMED INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure by the Named Insured to comply with reporting provisions of the Policy shall not affect coverage provided to the City.
- 2.7 **CANCELLATION NOTICE.** The insurance provided by the Policy shall not be suspended, voided, canceled, or materially changed in coverage or in limits except after thirty (30) days prior written notice has been given to the City.
- 2.8 **METHOD OF PROVIDING NOTICE.** All notices, demands, or other communications contemplated by this Endorsement, including: (a) notices of claims provided to the Insurance Company, (b) cancellation notices provided to the City, and (c) notices of change of address, shall be in writing and personally delivered or mailed to the respective party at the address designated in this Endorsement. Communications shall be deemed to have been given and received on the first to occur of: (i) actual receipt at the address designated above, or (ii) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated in this Endorsement.
3. **SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER**
 The individuals executing this Endorsement represent and warrant that they have the right, power, legal capacity, and authority to bind the Insurance Company identified on this endorsement, and by their signature hereby bind the Insurance Company.

 SIGNATURE OF AUTHORIZED REPRESENTATIVE

 DATE

 TYPED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Address & Telephone of Authorized Representative

ATTN: _____

Phone: _____

Worker's Compensation/Employers Liability Endorsement

1. POLICY INFORMATION

Endorsement No. _____

Policy No. _____

1.1 Insurance Company _____ (the "Company")

Address & Telephone of Insurance Company

ATTN: _____

Phone: _____

1.2 Named Insured _____ ("Named Insured")

Address & Telephone of Named Insured

ATTN: _____

Phone: _____

1.3 City of Tracy ("City"). (The term "City" shall include the City, its elected and appointed officials, officers, employees, agents and volunteers.)

Address & Telephone of City

City of Tracy, _____ Department

333 Civic Center Plaza, Tracy CA 95376

ATTN: _____

Phone: _____

1.4 Policy Term (From) _____ (To) _____

1.5 Endorsement Effective Date _____

1.6 Employer's Liability Limit: \$ _____ (minimum \$1 million)

2. POLICY AMENDMENTS

2.1 **COVERAGE.** Contractor shall furnish the City with original certificates and endorsements, including amendatory endorsements, in consideration of the policy premium. Notwithstanding any inconsistent statement in the Policy to which this Endorsement or any other endorsement is attached thereto, it is agreed as set forth in the requirements herein.

2.2 **WAIVER OF SUBROGATION.** The Insurance Company hereby waives all rights of subrogation against the City for losses paid under the terms of the Policy which arise from Work performed by the Named Insured for the City.

2.3 **SCOPE OF COVERAGE.** The Policy provides coverage of at least as bDRIVEWAY as required by the State of California and Employer's Liability Insurance.

2.4 **CANCELLATION NOTICE.** The insurance provided by the Policy shall not be suspended, voided, canceled, or materially changed in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

2.5 **METHOD OF PROVIDING NOTICE.** All notices, demands, or other communications contemplated by this Endorsement, including: (a) notices of claims provided to the Insurance Company, (b) cancellation notices provided to the City, and (c) notices of change of address, shall be in writing and personally delivered or mailed to the respective party at the address designated in this Endorsement. Communications shall be deemed to have been given and

received on the first to occur of: (i) actual receipt at the address designated above, or (ii) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated in this Endorsement.

3. SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER

The individuals executing this Endorsement represent and warrant that they have the right, power, legal capacity, and authority to bind the Insurance Company identified on this endorsement, and by their signature hereby bind the Insurance Company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

TYPED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Address & Telephone of Authorized Representative

ATTN: _____

Phone: _____

WORKERS' COMPENSATION CERTIFICATION
Labor Code Section 1861

The Bidder hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions and furnish proof of said insurance before commencing the performance of the work of this contract."

Name of Contractor

Signature of Contractor Representative

Dated: _____

NOTE: THIS CERTIFICATION MUST BE COMPLETED AND RETURNED BY THE SUCCESSFUL BIDDER PRIOR TO THE START OF CONSTRUCTION.

**CERTIFICATION OF SAFETY REQUIREMENTS FOR
CONTRACTORS AND VENDORS**

California Code of Regulations, Title 8, Section 1509

To work as a contractor or vendor with the City of Tracy, your organization is required to certify that it has an active on-the-job written Injury and Illness Prevention Program. This program is essential to make the job as accident-free as possible and to comply with Federal and State Safety Standards.

The undersigned hereby certifies that his/her organization has an active written Injury and Illness Prevention Program, as required by Cal-OSHA under California Code of Regulations, Title 8, General Industry Safety Orders, Section 3203 and/or Construction Safety Orders, Section 1509, that ensures compliance with, and enforcement of, current minimum Cal-OSHA Safety Standards, and that his/her organization has knowledge of these standards that are applicable to the job operations. This includes a program for ensuring employees have been trained to recognize hazards of their job.

The undersigned also hereby certifies that his/her organization has an active written Hazard Communication Program with evidence that all employees have been trained in safe use and handling of chemicals on the job site, and a file will be made available for review by the City of Tracy of each Material Safety Data Sheet (MSDS) on those chemicals kept on the site.

Name of Contractor

Signature of Contractor Representative

Dated: _____

NOTE: THIS CERTIFICATION MUST BE COMPLETED AND RETURNED BY THE SUCCESSFUL BIDDER PRIOR TO THE START OF CONSTRUCTION.

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION (Optional)

Public Contract Code Section 22300

This Escrow Agreement is made and entered into by and between _____

whose address is _____ hereinafter called

"Owner," _____ whose address is _____

_____ hereinafter called "Contractor" and _____

whose address is _____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

On behalf of Contractor:

On behalf of Escrow Agent:

Title

Title

Title

Name

Name

Name

Signature

Signature

Signature

Address

Address

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:

Contractor:

Title

Title

Name

Name

Signature

Signature

GUARANTEE

(To Be Submitted Prior to Project Acceptance
Pursuant to Agreement, Section 12, "Warranty")

FOR THE
CITY OF TRACY
Tracy, California 95376

**TRACY MUNICIPAL AIRPORT FUEL STATION REPAIRS
CIP 77038**

We hereby guarantee that the work we have installed for the **TRACY MUNICIPAL AIRPORT FUEL STATION REPAIRS, CIP 77038** has been done in accordance with the Plans and Specifications and that the work installed will fulfill the requirements of the guarantee.

We agree to repair or replace any or all of our work, together with any other adjacent work which may be displayed in so doing that may prove to be defective in its workmanship or material within a period of one (1) year from the date of acceptance of the above-named work by the City of Tracy, without any expense whatsoever to the City of Tracy, ordinary wear and tear and unusual abuse or neglect excepted.

Within fifteen (15) days after being notified in writing by the City of Tracy of any defects in the work, we agree to commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time, and in the event of our failure to so comply, we collectively and separately, do hereby authorize said City of Tracy to proceed to have such work done at our expense and we will honor and pay the cost and changes therefore upon demand.

Dated: _____

By: _____

**NOTE: THIS CERTIFICATION MUST BE COMPLETED AND RETURNED BY THE SUCCESSFUL BIDDER
PRIOR TO PROJECT ACCEPTANCE**

TECHNICAL PROVISIONS

1. The City of Tracy currently operates a fuel facility for aircraft at the Tracy Municipal Airport. The system is approximately 17 years old and in need of repair. The fuel facility consists to two above ground fuel tanks. One tank is designated for Jet "A" fuel and has a capacity of 10,000 gallons. The other tank is designated for AvGas, has a capacity of 12,000 gallons and is split into a 4,000 gallon and 8,000 gallon tank. There are three fuel dispensers at the fuel island, two for AvGas and one for Jet "A" fuel.
2. Fuel Station Repair Items
All items shall be repaired in conformance with current fuel standards and regulations. Base bid includes all of the items A through M listed below.
 - a. Installation of a Tank Monitoring System, adding two additional sensors to piping sumps within tank farm.
 - b. Installation of two gas vents to EVR current code, one per each AvGas tank.
 - c. Installation of three check valves for Fuel Sampler hand pumps
 - o One on AvGas 8,000 gallon tank
 - o One on AvGas 4,000 gallon tank
 - o One on Jet A tank
 - d. Replace fuel hoses on two AvGas dispensers, each with 50' hose and a 5' whip hose with ball stop.
 - e. Replace fuel hoses on Jet A dispenser, with 75' hose and a 5' whip hose with ball stop
 - f. Replace a total of nine 2" x 24" braided flex hoses for fuel supply with in fuel dispensers as follows:
 - o Three in dispenser cabinet #1 for AvGas
 - o Three in dispenser cabinet #2 for AvGas
 - o Three in dispenser cabinet #3 for Jet A.
 - g. Replace ¾" x 24" fuel hand pump hose at fill box.
 - h. Install and calibrate new Veeder-Root counter for Jet A off load supply.
 - i. Repair AvGas pipe leak in piping sump.
 - j. Repair fiberglass sump box for Jet A.
 - k. Tank cleaning of AvGas 8,000 and 4,000 gallon tanks.
 - l. Tank cleaning of Jet A 10,000 gallon tank.
 - m. Calibration of three fuel pumps.
3. Optional Repair Items
 - a. Paint AvGas fuel tank and ancillary equipment.
 - b. Paint Jet A fuel tank and ancillary equipment.
 - c. Installation of one Jet A fuel dispenser.
 - d. Installation of two AvGas fuel dispensers.
4. Construction Layout
 - a. City will stake points as needed for layout.
 - b. All other construction staking and grade control shall be the contractor's responsibility
5. Permits
 - a. All work is within City right-of-way
 - b. Contractor shall obtain no-cost permit from City
 - c. Construction water may be obtained from hydrant near the fuel station

MEASUREMENT AND PAYMENT

FUEL STATION REPAIR ITEMS (BID ITEM NO. 1)

Measurement and payment shall be on a lump sum basis, complete and in-place, including materials, labor, equipment and all other incidental or unmentioned items of work identified in the Contract Documents that are necessary to complete the Tracy Airport Fuel Station Repairs.

PAINT AVGAS FUEL TANK AND ANCILLARY EQUIPMENT(ALTERNATE BID ITEM A)

Measurement and payment shall be on a lump sum basis, complete and in-place, including materials, labor, equipment and all other incidental or unmentioned items of work identified in the Contract Documents that are necessary to complete the Tracy Airport Fuel Station Repairs.

PAINT JET A FUEL TANK AND ANCILLARY EQUIPMENT (ALTERNATE BID ITEM B)

Measurement and payment shall be on a lump sum basis, complete and in-place, including materials, labor, equipment and all other incidental or unmentioned items of work identified in the Contract Documents that are necessary to complete the Tracy Airport Fuel Station Repairs.

INSTALLATION OF JET A FUEL DISPENSER (ALTERNATE BID ITEM C)

Measurement and payment shall be on a lump sum basis, complete and in-place, including materials, labor, equipment and all other incidental or unmentioned items of work identified in the Contract Documents that are necessary to complete the Tracy Airport Fuel Station Repairs.

INSTALLATION OF TWO AVGAS FUEL DISPENSERS (ALTERNATE BID ITEM D)

Measurement and payment shall be on a lump sum basis, complete and in-place, including materials, labor, equipment and all other incidental or unmentioned items of work identified in the Contract Documents that are necessary to complete the Tracy Airport Fuel Station Repairs.