

City of San Leandro  
**NOTICE**  
**INVITATION FOR BIDS**  
Bid No. 00-01.037  
for  
**Sludge Haul 2001 Re-Bid**

Notice is hereby given that sealed bids will be received at the Purchasing Office, until Tuesday, June 19, 2001 3:00 p.m. local time, at which time they will be publicly opened and read for furnishing all labor, materials and equipment, and performing all work necessary and incidental to remove and reuse or recycle approximately 1600 Tons of Class A municipal sewage sludge in accordance with the Invitation for Bids, and the Sludge Management Specifications incorporated herein.

Bids shall be delivered and addressed to the City of San Leandro Purchasing Supervisor, 835 E. 14th Street, San Leandro, California, 94577, and shall be labeled "Sludge Haul 2001", **Tuesday, June 19, 2001 3:00 p.m.** Any Bidder who wishes their bid to be considered is responsible for making certain that their bid is received in the Purchasing Office by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. Bids received after the scheduled Bid Submittal Deadline will be returned unopened. It is the responsibility of the Bidder to see that any bid submitted shall have sufficient time to be received by the Purchasing Office before the Bid Submittal Deadline. Late bids will be returned to the Bidder unopened.

The receiving time in the Purchasing Office will be the governing time for acceptability of bids. Bids will not be accepted by telephone or facsimile machine. Bids must bear original signatures and figures.

Specifications. Specifications may be examined and/or obtained at no charge at the Purchasing Office located in City Hall, 2<sup>nd</sup> floor, Room 215, or by calling 510-577-3376. Purchasing will send requested documents via USPS first class, or by Federal Express if potential bidder supplies us with a billing account number. The Invitation for Bids, including the bid form and bond forms, is available on the City's web site <http://www.ci.san-leandro.ca.us/purchasing/bids.htm> in PDF format.

Pre-Bid Conference. A pre-bid conference will be held at **10:00am on Friday, June 8, 2001 at the Water Pollution Control Plant, located at 3000 Davis Street, San Leandro.** Bidders who are unable to attend the pre-bid conference should call the Purchasing Supervisor prior to the Bid Submittal Deadline.

Bid Security Bond. Each bid shall be accompanied by a certified check, cashier's check, or bid bond duly completed on the form provided herewith by a guaranty company authorized to carry on business in the State of California, in an amount equal to at least ten percent (10%) of the sum of the total amount bid, including any options.

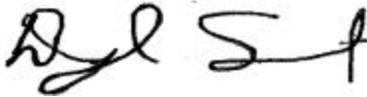
**INVITATION FOR BIDS - Continued**

Said bond is payable without condition to the City of San Leandro as a guaranty that the Bidder, if awarded the contract, will promptly execute the contract in accordance with and in the manner and form required by these contract documents, will furnish the required performance bond, payment bond, and evidences of insurance, and enter into, execute, and deliver to the City the agreement on the form provided herewith, within ten (10) days after being notified in writing by the City that the award has been made and the agreement is ready for execution. The Bid Security shall be forfeited to the City of San Leandro as liquidated damages if Bidder fails or neglect to furnish, execute, and deliver the contract in accordance with the specifications.

Payment Bond. Upon execution of the contract, the Successful Bidder will be required to furnish a Payment Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

Performance Bond. Upon execution of the contract, the Successful Bidder will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

Substitution of Securities. The Contractor shall be permitted to substitute securities for any monies withheld by the City of San Leandro to ensure performance under this contract, such substitution to be subject to the limitations and requirements of Public Contract Code Section 22300.



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Signature

Darryl R. Sweet  
Purchasing Supervisor

Published: Daily Review

# City of San Leandro

## SLUDGE HAUL 2001 Re-Bid

Bid No. 00-01.037

### *Material Management Specifications*

#### **General**

The City of San Leandro has approximately 1600 Tons of stockpiled anaerobically digested Class A municipal sewage sludge. The stored volume is estimated. The contractor is responsible for that contractor's final estimation of sludge quantity. The sludge has a moisture content of about 15%. Upon loading into trucks, the volume of sludge is expected to expand by about 10%. The sludge is currently stockpiled on an asphalt-paved sludge drying bed at the Water Pollution Control Plant. There is good access and egress from the sludge storage area. There is a sand drainage area within the mid-section of each bed. This drainage area must not be driven upon or crossed with heavy equipment. This bed, other beds or City property must not be damaged in any way.

The Laboratory analysis is available upon request. This sludge meets EPA Part 503 Bio-solids Rule for **CLASS A SLUDGE (EQ: Exceptional Quality Bio-solids)**. The United States Environmental Protection Agency's document "A Plain English Guide to the EPA 503 Bio-solids Rule" on page 34 of the September 1994 publication states, "Once bio-solids have been established as meeting EQ requirements, whether in bulk or in bags or other containers, they can generally be applied as freely as any other fertilizer or soil amendment to any type of land. While not required by the Part 503 rule, EQ bio-solids should be applied at a rate that does not exceed the agronomic rate that supplies the nitrogen needs of the plants being grown, just as for any other commercial fertilizer or soil amending material that contains nitrogen."

Hauling contractors should be aware that the stockpiled sludge might have areas within the stockpile that are hot, smoking and/or smoldering. This situation has occurred in the past. A change in stockpile storage methods has all but eliminated this situation; however, the potential for hot spots still exists. All loads must be covered; therefore the contractor will be responsible for cooling any hot spots to prevent possible damage to covers, tarps, etc.

Recycle and/or reuse options must be identified to the City of San Leandro and positively confirmed. The Contractors are responsible to select a recycle and/or reuse option and provide verification of that option prior to submitting their bid to the City. It is the Contractor's responsibility to select an option that conforms to applicable Federal, State, and local criteria for this particular material. The City of San Leandro requires copies of all transportation and receiving facility documents.

#### **Sludge Removal Strategy**

The Contractor shall load, haul, and legally recycle or reuse the sludge. The bio-solids shall not be "landfilled", but may be used as Alternative Daily Cover (ADC) at a permitted facility. If the bio-solids are to be spread on land they must be applied at appropriate agronomic rates. This land application is to be certified to meet land management practices by the recipient's certified agronomist.

The Contractor shall commence work within 15 calendar days of being awarded the contractor and complete the work within 15 days after work starts. The Contractor shall pay for all equipment rental, permits, receiving facility fees, tariffs, and personnel costs incurred in legally reusing or recycling the sludge. The Contractor shall rectify any negligence on the Contractor's part.

The contract is to be quoted on a per ton basis. Tonnage will be determined by field and/or receiving facility site scales. Dust control shall be the responsibility of the Contractor during the loading and hauling operation. Plant effluent water (No. 3 water) is available for use by the contractor if the contractor wishes to lightly water down the loaded material to assist in dust control. Said practice shall be performed after each load weight has been determined.

#### Documentation

The Contractor shall supply copies of transportation manifests, weigh tickets and receiving facility receipts for each load. The Contractor is solely responsible for cleanup of any spills on public or private streets or properties. The costs of any fines from improper management or accidental spillage shall be borne by the Contractor in its entirety.

#### Examination of Site

All bidders shall carefully examine the location of the proposed work. Bidders should also examine the material to be hauled. A pre-bid conference will be held at the Water Pollution Control Plant for all interested parties.

## INSTRUCTIONS TO BIDDER

BID FORMS. Bid must be submitted on preprinted Bid Forms supplied by the Purchasing Office or as downloaded from the Purchasing web site (address given above).

BID OPENING AND BID RESULTS. Bids are opened publicly in the Purchasing Office. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request and will be posted on the Purchasing web site.

BID SUBMITTAL DEADLINE. **The Bid Submittal Deadline is Tuesday, June 19, 2001 3:00 p.m.** Bid must be submitted in sealed envelope and should be properly identified with the bid number and Bid Submittal Deadline. **Bids must arrive in the Purchasing Office, 835 E. 14th Street, San Leandro, California, 94577, by Tuesday, June 19, 2001 3:00 p.m., local time.** Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the Purchasing Office before the Bid Submittal Deadline.

BID WITHDRAWAL. Bidders' authorized representatives may withdraw bids only by written request received by the Purchasing Supervisor before the Bid Submittal Deadline. After that time, Bidders may not withdraw their bids for a period of ninety- (90) days from the Bid Submittal Deadline. At no time may the successful Bidder withdraw their bid.

INFORMED BIDDERS. Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

LATE BIDS. Bids not received by the Bid Submittal Deadline are late. Late bids will be returned to Bidders unopened.

PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

OFFERS OF MORE THAN ONE PRICE. Bidders may submit only one bid on this project. No alternate bids will be accepted.

## **TERMS AND CONDITIONS**

PAYMENT TERMS. Payment will be made in accordance with City of San Leandro progress payment and retention schedule to be negotiated with successful bidder.

QUESTIONS AND COMMENTS. Questions and comments regarding this solicitation must be submitted in writing, either by mail to the Purchasing Supervisor at 835 E. 14th Street, San Leandro, California, 94577, or by facsimile at 510-577-3312. General questions may be directed to the Purchasing Office by calling 510-577-3376. The Purchasing web site contains email addresses for the Purchasing Division, and questions may also be sent via email.

TERMS OF THE OFFER. City's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the City. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

CANCELLATION OF CONTRACT. The City may cancel this contract WITHOUT CAUSE at any time by giving thirty (30) days written notice to the supplier/contractor. The City may cancel this contract WITH CAUSE at any time by giving ten (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the City and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the Purchasing Supervisor.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Bidder hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement.

COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other laws relative thereto.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the

## **TERMS AND CONDITIONS-continued**

Contractor, the Contractor shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Bidder's signed bid and City's written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Alameda, in the State of California. The parties further stipulate that the county of Alameda, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

NOMENCLATURES. The terms Successful Bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the City enters into a contract as a result of this solicitation.

REJECTION OF BIDS. The City reserves the right to reject any bids, all bids, or any part of a bid. The City reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due the City of San Leandro.

SAFETY. All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety.

SELL OR ASSIGN. The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the City.

SEVERABILITY. If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

TAXES, FEDERAL EXCISE. The City is exempt from Federal Excise Tax.

TAXES, SALES. California Sales Tax should be shown separately on the Bid Form, when and where indicated.

WAIVER OF INFORMALITIES. The City reserves the right to waive informalities or technicalities in bids.

## **SPECIAL PROVISIONS FOR SERVICES**

ACCESSIBILITY. The contractor shall fully inform themselves regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. They shall exercise due and particular caution to determine that all parts of this work are made quickly and easily accessible.

AUTHORITY OF THE CITY. Subject to the power and authority of the City as provided by law in this contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

BONDS - BID SECURITY. 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. Said check shall be forfeited, or said bond shall become payable in case the Bidder depositing same does not within **ten (10) consecutive calendar days** after written notice, execute this contract. See below for "Substitution of Securities for Retained Funds".

BONDS - PAYMENT BOND (Labor & Materials). Successful Bidder shall furnish within **ten (10) consecutive calendar days** after written notice, a Payment Bond in an amount equal to one hundred percent (**100%**) of the total amount of the contract. See below for "Substitution of Securities for Retained Funds".

BONDS - PERFORMANCE BOND. Successful Bidder shall furnish within **ten (10) consecutive calendar days** after written notice, a Performance Bond in an amount equal to one hundred percent (**100%**) of the total amount of the contract.

Substitution of Securities for Retained Funds. The contractor shall be permitted to substitute securities for **any** monies withheld by the City to ensure performance under this contract, such substitution to be subject to the limitations and requirements of Public Contract Code Part 5, §22300.

BUSINESS LICENSE. If the scope of work under this bid includes performing services or installation on City property, the SUCCESSFUL BIDDER must have current City Business License. Inquires regarding Business License may be directed to City of San Leandro Finance Department Business License section at 510-577-3378. Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

**SPECIAL PROVISIONS  
FOR SERVICES – Continued**

CHANGES IN WORK. The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to the contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.

CLEAN-UP. During performance and upon completion of work on this project contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the City.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT. Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder, no contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

CONTRACT INCORPORATION. This contract embodies the entire contract between the City and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the bid solicitation, all addenda, all of Bidder's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

CONTRACTOR'S LICENSE: A class A or C-12 California contractor's license is required for this work. No bid shall be accepted from a contractor who has not been licensed in accordance with Chapter 9, Division 3 of the Business and Professional Code.

COOPERATION BETWEEN CONTRACTORS. The City reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct their work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with this contract and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

**SPECIAL PROVISIONS  
FOR SERVICES – Continued**

COORDINATION WITH AGENCIES. The contractor shall coordinate their activities with the proper regulatory agencies and have their representative on site at the proper times.

DAMAGE. The contractor shall be held responsible for any breakage, loss of the City's equipment or supplies through negligence of the contractor or their employee while working on the City's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the City any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

EXAMINATION OF SPECIFICATION AND SITE. Bidder is expected to carefully examine the site of the proposed work and all bid specifications, documents, and forms. They shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

INDEPENDENT CONTRACTOR. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of their knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City.

INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar *days* of award of contract, Successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the attached insurance requirements and naming the City of San Leandro, its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed will result in forfeiture of Bidder's Bid Security.

LAWS - ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS. The contractor shall adhere to all applicable health and safety laws and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, and County Environmental Health Department.

**SPECIAL PROVISIONS  
FOR SERVICES – Continued**

LIQUIDATED DAMAGES. Time is of the essence of this contract. Failure to start and complete all work specified within the time allowed shall constitute material breach of contract. The "time allowed" will be calculated *from the* date of the Notice to Proceed through the "Maximum Completion/Delivery Time" indicated by the City on the Bid Form. Failure of successful Bidder to complete the work or deliver the goods within the time allowed will result in damages, and for each consecutive day in excess, the contractor shall pay to the City the sum of \$500 per calendar day. Such amount shall not be construed as a penalty but as a minimum value of liquidated damages that may be deducted from payment due to the contractor if such delay occurs.

MEASUREMENTS. It is the responsibility of the Bidder to make all measurements to determine their bid price. The City will not be responsible for determining the quantities of materials necessary to complete the work specified.

PERMITS. Unless otherwise specified herein, Contractor shall at their expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

PREVAILING WAGE: The City Council has ascertained the general prevailing rate of wages applicable to the work to be done. A tabulation of the various classifications of work persons to be employed and the prevailing rate of wages applicable thereto is on file in the City Clerk's Office.

PROTECTION OF PUBLIC. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

REJECTION OF WORK. Contractor agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

UNKNOWN OBSTRUCTIONS. Should any unknown obstruction be encountered during the course of this contract the Contractor immediately bring it to the attention of the City. The contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

## **SPECIAL PROVISIONS FOR SERVICES – Continued**

**Non-Mandatory Job Walk.** A non-mandatory job walk will be conducted by the City will follow the pre-bid conference on Tuesday April 17, 2001 at 10:00 a.m. Prospective Bidders shall meet at the pre-bid conference and then proceed across the Civic Center Plaza to the job site. For questions concerning the job walk, call 510-577-3376. Bidders are not required to attend the walk-through; however, to be eligible to bid, Bidders must view the job site with a City representative before the Bid Submittal Deadline. Also, attendance at the pre-bid conference may be considered in determining the responsibility of a bid. Contact Purchasing to get in touch with an appropriate City representative to view the job site.

**Bid Protest.** The option of protesting the award of a Purchasing Bid is given to any bidder who can document and prove that the City's process—solicitation, pre-bid, bid opening, award of bid, and general dissemination of information pertaining to a particular bid—was non-competitive or otherwise unfair in nature. These procedures are in place as a deterrent against frivolous protests. Protests must be based on process and policy only, not on personal feelings between vendors and the City of San Leandro.

The bidder who wishes to protest a bid process of the City of San Leandro must abide by the following procedures:

- ❑ Written notice must be filed with Finance Director, Assistant Finance Director, Project Manager, and Purchasing Supervisor within three (5) calendar days of Notice of Award by U.S. Postal Service Certified Mail. The written notice **must be notarized** and the notarized original sent to the Finance Director.
- ❑ Written notice to Finance Director must contain a Bid Protest Bond equal to no less than 25% of bidder's bid price (regardless of bid amount of bidder to whom the contract was awarded). Bond must be in the form of cash, cashier's check, money order, or certified check payable to the City of San Leandro.
- ❑ Written notice must contain a detailed description of grounds for protest, citing specific terms, conditions, provisions, etc. that were improperly or otherwise unfairly executed and the dates on which these instances occurred.
- ❑ In the event that a bidder withdraws the filed notice of protest prior to final determination by the City, the Bid Protest Bond shall be forfeited to the City of San Leandro, and the bid awarded as originally designated.
- ❑ Should a bid protest be determined to be valid, the City of San Leandro reserves the right to award the bid to the next lowest-responsible responsive bidder, or to reject all bids and re-bid the project. The Bid Protest Bond will be returned to the protesting bidder in either case.

**BID FORM**  
**Sludge Haul 2001**  
**00-01.037**

To: City of San Leandro  
835 E. 14th Street  
San Leandro, California, 94577

From: \_\_\_\_\_  
Name of Bidder  
\_\_\_\_\_  
Mailing Address  
\_\_\_\_\_  
City, State & Zip

The undersigned Bidder agrees he will contract with the City of San Leandro to provide all necessary labor, supervision, machinery, tools, apparatus, and other means of construction to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

Bid No. **00-01.037** for **Sludge Haul 2001**, in its entirety, all Addenda and the following documents by this reference are hereby made a part of this contract:

- a. Notice of Invitation For Bids
- b. Sludge Material Management Specifications
- c. Instructions To Bidder
- d. Terms and Conditions
- e. Special Provisions For Services
- f. Bid form**
- g. Addenda (if any)**
- h. Subcontractor information questionnaire**
- i. Non-Collusion Affidavit**
- j. Bid Security Bond forms**
- k. Bidder's Guaranty**
- l. Bidder's Statement Regarding Insurance Coverage**
- m. Worker's Compensation Insurance Certificate**
- n. Payment Bond forms
- o. Performance Bond forms
- p. Experience Statement**
- q. Subcontractors List**
- r. Contractor's License Statement**
- s. Insurance requirements (attached)

Items in **bold** are to be completed and enclosed in sealed bid.

**BID FORM - Continued**

Bidder acknowledges receipt of Addenda Number(s) \_\_, \_\_, \_\_, and \_\_.

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The City of San Leandro reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

<u>Qty</u>	<u>Unit</u>	<u>Description of Work</u>	<u>Unit</u>	<u>Total</u>
		Bid PER TON (in figures):	\$	_____
		Total BID (Price times 1600 in figures):	\$	_____

(Total Bid Amount Written in Words):

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Award of bid will be made to the lowest responsible and responsive bidder based on the Total Bid amount.

Amount Written in Words. This bid will be awarded based upon the total amount bid **as written in words**. Where there is a discrepancy between words and figures, **WORDS WILL GOVERN**. Where there is a discrepancy between item unit price and extended total, **UNIT PRICE WILL GOVERN**.

Please check your calculations before submitting your bid; the City will not be responsible for Bidder miscalculations.

**BID FORM - Continued**

**Subcontractor Information** Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

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Company Name of Bidder

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Mailing Address (PO Box or street)

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City, State, and Zip Code

---

Name of Authorized Representative

---

Signature

---

Title

---

Type of Business (Corp, Partnership, Sole Proprietorship)

---

Telephone Number

---

Facsimile Number

**Non-Collusion Affidavit  
To Be Completed and Submitted With Bid**

State of California     )  
County of Alameda ss.  
                                  )

(Bidder's Name), being first duly sworn, deposes and says that he or she is Owner of (Contractor Name) the party making the foregoing bid 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 a 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 of 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 their 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."

.

_____	_____
(Date)	(Signed at (Place))
_____	_____
Bidder Name	Authorized Representative
(Person, Firm, Corp.)	
_____	_____
Address	Representative's Name
_____	_____
City, State, Zip	Representative's Title

*(To be notarized)*

**BID SECURITY BOND  
To Be Completed and Submitted With Bid**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT \_\_\_\_\_ hereinafter called Principal, and  
(Contractor)

\_\_\_\_\_ hereinafter called Surety, are  
(Surety)

jointly and severally held and firmly bound unto the City of San Leandro, San Leandro, California, hereinafter called City, in the penal sum of ten percent (10%) of the aggregate of the bid of Principal for the work, this sum not to exceed (\$\_\_\_\_\_) dollars lawful money of the United States, for the payment whereof unto City, Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, Principal is herewith submitting a bid to:

Sludge Haul 2001

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the work, and if Principal within that time specified in the bid enters into, executes and delivers to City a contract in the form provided herewith, and if Principal within the time specified in the bid gives to City the performance bond and the payment bond on the forms provided herewith, and evidence of required liability and worker's compensation insurance, then this obligation shall be void.

If, however, Principal shall fail or refuse to furnish, execute, and deliver to City said performance and payment bonds, and evidence of required liability and worker's compensation insurance in the time stated in the bid, then Principal and Surety shall forfeit to City the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or a release of liability of Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and City and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

---

Name of Principal

---

Signature of Principal's Authorized Representative

---

Name and Title of Signer

*(Seal and signature of Notary Public)*  
*(Attach notary acknowledgment of Surety)*

**BIDDER'S GUARANTY  
To Be Submitted With Bid**

The successful bidder shall execute this guaranty upon execution of the contract. If they so choose, Bidders may execute this guaranty at the time of submitting their bid.

To the City of San Leandro  
Project: 00-01.037 Sludge Haul 2001

The undersigned guarantees the production, construction, and installation of the following work included in this project in accordance with:

**Bid No. 00-01.037 for  
Sludge Haul 2001**

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the contract documents, due to any of the above causes, all within **twelve (12) months after date on which this contract is accepted** by the City of San Leandro, hereinafter called City, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project.

Said reimbursement shall include the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or upon demand by the City, to replace any such materials and to repair said work completely without cost to the City so that said work will function successfully as originally contemplated. The City shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned shall fail or refuse to comply with their obligations under this guaranty, the City shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred due to the said failure or refusal.

\_\_\_\_\_  
Name of Bidder/Contractor (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Bidder/Contractor's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

**BIDDER'S STATEMENT  
REGARDING INSURANCE COVERAGE  
To Be Submitted With Bid**

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation For Bids No. 00-01.037, for Sludge Haul 2001. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the City of San Leandro as Additional Insured for the work specified.

\_\_\_\_\_  
Name of Bidder (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

\_\_\_\_\_  
Name of Bidder (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

ATTEST:  
By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of San Leandro, hereinafter called "City", has awarded to \_\_\_\_\_ as Principal, hereinafter called "Contractor", a contract for the work described as follows:

**Bid No. 00-01.037 for  
Sludge Haul 2001**

WHEREAS, Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material, men, and other persons, as provided by law; and

WHEREAS, \_\_\_\_\_ is hereinafter called "Surety";

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held and firmly bound unto the City in the amount required by law, the sum of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) (100% of Contract Amount)

for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if said Contractor, its heirs, executors, administrators, successors or assigns; or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and their subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 to give a right of action to such persons or their assigns in any suit brought upon this bond.

Provided that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the Surety hereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alterations or extensions of the contract is hereby waived by the Surety.

**PAYMENT BOND - Continued**

SIGNED AND SEALED this \_\_\_\_\_ day of

\_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Contractor

Seal

By \_\_\_\_\_  
Signature

Seal

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Surety's Mailing Address

\_\_\_\_\_  
Surety's Mailing Address

\_\_\_\_\_  
Telephone Number

**PAYMENT BOND - Continued**

(Attach Notarized "Acknowledgement of Surety" and "Power of Attorney")

Approved As

To Content:

\_\_\_\_\_  
Signature of City  
Purchasing Agent or Attorney

\_\_\_\_\_  
Name & Title

Approved As

To Form:

\_\_\_\_\_  
Signature of City Attorney

\_\_\_\_\_  
Name & Title

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT \_\_\_\_\_, hereinafter called Principal, and  
Contractor  
\_\_\_\_\_, hereinafter called Surety, are

jointly and severally held and firmly bound unto the City of San Leandro, California, hereinafter called City, in the penal sum of

\_\_\_\_\_ Dollars (100% of amount bid in proposal)

(\$ \_\_\_\_\_) lawful money of the United States, for the payment whereof unto City. Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, City has awarded to Principal a contract to:

**Sludge Haul 2001**

WHEREAS, Principal is required under the terms of the contract to furnish a bond for the faithful performance of the contract,

NOW, THEREFORE, the condition of this obligation is such that if Principal shall faithfully perform the covenants, conditions and agreements in the contract, and any changes made as therein provided, and shall indemnify and save harmless City, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to City such reasonable attorney's fees as shall be fixed by the court

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year after the completion of the work and its acceptance by City, during which time if Principal shall fail to make full, complete and satisfactory repair and replacements and totally protect the City from loss or damage made evident during the period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph to the contrary notwithstanding, the obligation of Surety hereunder, shall continue so long as any obligation of Principal remains.

And Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed hereunder or the specifications and drawings accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the drawings and specifications.

IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and City and their respective heirs, executors, administrators, successors and assigns.

**PERFORMANCE BOND - Continued**

SIGNED AND SEALED this \_\_\_\_\_ day of

\_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Contractor

Seal

By \_\_\_\_\_

Signature

Seal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Surety's Mailing Address

\_\_\_\_\_  
Surety's Mailing Address

\_\_\_\_\_  
Telephone Number

(Attach Notarized "Acknowledgement of Surety" and "Power of Attorney")

Approved As

To Content: \_\_\_\_\_

Signature of City

Purchasing Agent or Attorney

\_\_\_\_\_  
Name & Title

Approved As

To Form: \_\_\_\_\_

Signature of City Attorney

\_\_\_\_\_  
Name & Title

**EXPERIENCE STATEMENT  
To Be Submitted With Bid**

**List at least three references for work of a similar nature performed within the last three years.**

I hereby certify that I have performed the work listed below.

\_\_\_\_\_  
Signature of Bidder

<b>Description</b>	<b>Yr.</b>	<b>Amt.</b>	<b>Customer &amp; Telephone</b>
_____	_____	\$ _____	_____
			(_____)_____
_____	_____	\$ _____	_____
			(_____)_____
_____	_____	\$ _____	_____
			(_____)_____
_____	_____	\$ _____	_____
			(_____)_____
_____	_____	\$ _____	_____
			(_____)_____

## SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Bidder is awarded the contract, and no subcontractor not listed below will be used without the written approval of the City of San Leandro. Additional numbered pages outlining this portion of the bid may be attached to this page. **NOTE: Subcontractors' address, telephone number, license numbers, class and expiration date information may be omitted from this form but must then be submitted within two (2) working days following the opening of bids. Subcontractor name, location, and item of work must be stated at the time of the bid.**

\_\_\_\_\_  
Bidder Name

<b>SUBCONTRACTORS LIST, Page 1</b> <i>All Subcontractors in excess of 1/2 of 1% of total bid must be listed.</i>		
SUBCONTRACTOR:	ITEM OF WORK:	
LOCATION/ADDRESS:		
<b>LICENSE NO.</b> <b>CLASS:</b>	<b>EXPIRATION DATE:</b> / /	<b>PHONE:</b> ( )
SUBCONTRACTOR:	ITEM OF WORK:	
LOCATION/ADDRESS:		
<b>LICENSE NO.</b> <b>CLASS:</b>	<b>EXPIRATION DATE:</b> / /	<b>PHONE:</b> ( )

CONTRACTOR'S LICENSE STATEMENT

CONTRACTOR'S LICENSE: A class A or C-12 California contractor's license is required for this work. No bid shall be accepted from a contractor who has not been licensed in accordance with Chapter 9, Division 3 of the Business and Professional Code.

CA Contractor's License # \_\_\_\_\_

## **INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - A. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001.)
  - B. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
  - C. Worker' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
  
2. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
  - A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - B. Automobile liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - C. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability Limits of \$1,000,000 per accident.
  
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insure shall reduce or eliminated such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
  
4. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages.

- i. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees or volunteers.
- ii. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. any insurance or self -insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- iv. The Contractor's insurance shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability.

B. Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

C. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, returned receipt request, has been given to the City.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
6. Verification of Coverage. Contractor shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
7. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.