

CITY OF SAN LEANDRO
REQUEST FOR QUOTATION

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| SUBMIT BID TO: City of San Leandro Purchasing Department 835 East 14th Street San Leandro, CA 94577 | FOR FURTHER INFORMATION CALL: Darryl Sweet Purchasing Supervisor (510) 577-3377 fax (510) 577-3312 |
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| BID NO: | DATE MAILED: | THIS QUOTATION MUST BE DELIVERED TO THE CITY BEFORE: |
| 01-02.045 | April 22, 2002 | 3:00 P.M. , May 13, 2002 |

| QTY. | DESCRIPTION | UNIT PRICE | EXTENSION |
|------|---|------------|----------------------|
| | <p style="text-align: center;">Installation of Electric Sub-metering for the San Leandro Marina</p> <p style="text-align: center;">Notice to Bidders</p> <p>The City of San Leandro shall receive bids for the Installation of an Electric Sub-metering System for the San Leandro Marina on Monday, May 13, 2002 at 3:00 p.m. in the Finance Department, City Hall, located at 835 E. 14th Street, San Leandro, CA 94577.</p> <p>Bids shall be in accordance with the following specifications.</p> <p>A bidder's bond equal to 10% of the bid amount is required in your sealed bid. Cash, cashier's check, money order, or on the attached forms is acceptable.</p> <p>A pre-bid conference is scheduled for Monday, May 6 at 10:00 a.m. at the San Leandro Marina Office.</p> <p>Call the marina office at 510-357-7447 to view the site prior to bid opening if you cannot attend the pre-bid conference.</p> <p>A City of San Leandro business license is required to be in place prior to the start of work, but not required to bid.</p> <p>Project Manager is the Marina Supervisor, 510-357-7447.</p> <p>Lump sum bid amount is to include all labor, materials, taxes, permit fees, etc. Any exceptions must be clearly noted in your sealed bid.</p> <p>A written warranty of at least one year for all parts and labor shall be in place at the completion of the installation.</p> | | \$ _____ Lump Sum |

A 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.

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.

Any bid may be withdrawn at any time prior to the time fixed for the opening of bids only by written request for the withdrawal of the bid filed with the City. The request shall be executed by the bidder or bidder's duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time nor may any bid be withdrawn after the time fixed in the public notice for opening of bids.

As stated in Public Contract Code Section 5100 to 5108, inclusive (State Contract Act) concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in his bid, the bidder shall give the City written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice, in detail how the mistake occurred.

All bidders shall verify if any addendum for this project has been issued by the City. It is the bidder's responsibility to ensure that all requirements of contract addendum are included in the bidder's submittal.

The successful bidder shall submit a certificate of insurance showing compliance with the enclosed insurance requirements. This insurance shall be maintained at all times during the course of any resulting agreement. In addition, the successful bidder, and subcontractors of said bidder, shall have, or be required to obtain, a City of San Leandro business license, as well as any and all other applicable licenses and permits related to the performance of this contract.

The award will be made to the lowest responsible bidder satisfactory to the City's best interests as determined by the City. The right is reserved, as the interest of the City may require, to reject any or all bids, or to waive any informality or minor irregularity in the bids.

To bid, complete and return a copy of the Request and the other required forms, sealed in the enclosed envelope. The envelope shall be marked with the project name and bid number. The bid must be received by the date and time shown in order to be considered. Please note that there is a one-day delay in mail delivery to City Hall by the U.S. Postal Service.

Firm _____

Date: _____

Address _____

Phone: _____

FAX: _____

By (Signature) _____

Print Name: _____

Title: _____

Darryl Sweet
Purchasing Supervisor

City of San Leandro

Electric Sub-metering System for the San Leandro Marina

Scope of Work

Contractor shall provide all labor and materials necessary to install digital meters for every electrical outlet provided for each berth at the San Leandro marina.

There are approximately 455 berths in the marina.

Approximately (249) berths are supplied with (1) pole – 20, 30, or 50 amp/125volt marine outlets in a single pedestal or dock box. Approximately (17) berths are supplied with (2) pole – 50amp/125-250volt marine outlets in a single pedestal or dock box. Approximately (189) berths are supplied with (1) pole – 20, 30, or 50 amp/125 volt marine outlets that are mounted in pedestals that service more than one slip, allowing for the potential of a double meter installation.

Requirements

All work done as part of this project shall meet 1999 National Electrical Code minimums.

Contractor shall be licensed by the State of California, Department of Weights and Measures, as a meter installer.

Contractor shall provide an installation schedule for approval by the City of San Leandro.

Contractor shall obtain any and all permits necessary for completion of this project.

Contractor shall insure compliance with any and all regulatory requirements necessary for the completion of this project.

Meters shall be designed and installed in such a way as to make regular and routine reading of the electro/mechanical counter as easy as is practicable.

Meters shall be designed and installed in such a way as to make them durable, vandal resistant, tamper proof, and protected from the elements and conditions that are experienced in a marine environment including, but not limited to, rain, wash down water, dust, and humidity.

Contractor shall coordinate the installation process with City staff in order to minimize disruption of service to berthers at the marina.

Contractor shall allow for inspection of the installation by City staff through out the installation process to verify compliance with the requirements set forth in this specification.

Contractor shall provide for the safety of the public through out the installation process and shall provide any items necessary to insure a safe work site including, but not limited to, signage, barricades, and/or safety markings.

CONTRACTOR REFERENCES

The Bidder shall list the facility owner, location, contact person and phone number for all installation references completed in the past two years, comparable in size and scope to the referenced project.

| Facility Owner | Location | Contact | Phone # |
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Name of Bidder: _____

Acknowledgment: _____

(Sign and return with bid)

LIST OF SUBCONTRACTORS

The Bidder shall list the name, address, and telephone number of each subcontractor to whom the Bidder proposes to subcontract portions of the work.

| Subcontractor's Name | Place of Business (Address and Phone) | Description of Portion of Work Subcontracted |
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Name of Bidder: _____

Acknowledgment: _____

(Sign and return with bid)

SPECIAL PROVISION

I hereby affirm that the firm submitting this bid is a licensed California contractor, No. _____, expiration date _____ and the license is in full force and effect. This representation is made under the penalty of perjury. Any bid not containing this information, or a bid containing information, which is subsequently proven false, shall be considered nonresponsive and shall be rejected.

Name of Bidder: _____

Acknowledgment: _____

(Sign and return with bid.)

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, their 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.

CITY OF SAN LEANDRO
STATE OF CALIFORNIA

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we

_____, as Principal, and

_____, as Surety, are held and firmly bound unto the City of San Leandro, hereinafter called "City", in penal sum of ten percent (10%) OF THE TOTAL AMOUNT OF THE BID OF THE PRINCIPAL submitted to the said City for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Proposal dated _____, 2002, for **INSTALLATION OF ELECTRIC SUB METERING S SYSTEM AT THE MARINA, BID 01-02.045.**

NOW, THEREFORE, if the Principal shall not withdraw said Proposal prior to the date and time for the opening of bids, and if the Principal is awarded the contract and shall within the period specified in the Proposal after receiving notice that the contract has been awarded and the prescribed forms are presented to him for signature, enter in a written contract with the City, in accordance with the Proposal as accepted and give insurance and bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said Proposal within the period specified or the failure to enter into such contract and give such city bonds, within the time specified, if the Principal shall pay the City the difference between the amount specified in said Proposal and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the City in again calling for Bids, then the above obligation shall be void and of not effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for Bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the city in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20_____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principle _____

By _____

(acknowledgement)

Title _____

(Corporate Seal)

Surety _____

By _____

Attorneys-in-Fact

(acknowledgement)

Title _____

(Seal)

(Witness)

Approved as to form:

Risk Manager

