

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: 02-03.023 | DATE MAILED: October 24, 2002 | THIS QUOTATION MUST BE DELIVERED TO THE CITY BEFORE: 3:00 P.M. , Friday, November 8, 2002 |
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| QTY. | DESCRIPTION | UNIT PRICE | EXTENSION |
|------|---|------------|-----------|
| | <p>STREET LIGHT RE-LAMPING Districts 1 and 2</p> <p>Notice to Bidders</p> <p>Provide labor and equipment necessary to clean fixtures, re-lamp, inventory and assess the condition of street lamps in the City of San Leandro. This bid is for Council Districts 1 and 2.</p> <p>Include in your bid price all costs associated with performing this work. No additional costs beyond the per lamp price and lump sum amount will be approved. Bid price based on 1600 lamps. Actual count to be verified. Price will be adjusted by your per lamp bid price.</p> <p>Sealed bids shall be received at the Purchasing Office, City Hall, 835 E. 14th Street, San Leandro, CA up to 3:00 p.m., on Friday, November 8, 2002, at which time they will be publicly opened and read.</p> <p>Bid price \$ _____/per lamp</p> <p>X 1600 lamps</p> <p>\$ _____ lump sum total Additions or subtractions to lump sum will be made using the per lamp cost.</p> <p>The City of San Leandro reserves the right to:</p> <ol style="list-style-type: none"> 1. Renew this contract for up to two (2) additional one-year periods. CPI increase is applicable (SF Bay, April to April %.) 2. Allow other agencies to piggyback on the terms/conditions/provisions and pricing as indicated in these documents (upon mutual agreement between parties.) 3. Reject any or all or any part of any bid as specified later. <p>Attached are the provisions for the work and the scope of work to be done. A City Council District Map is attached for reference, as the work is done per district.</p> | | |

Any bid may be withdrawn at any time prior to the time fixed for the opening of bids only by written request for the withdrawal of the bid filed with the City.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 shall have the proper City of San Leandro business license and all other applicable licenses and permits.

The award will be made to the lowest responsible bidder whose bid complies with the specifications in a manner 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.

Payment shall be within 30 days following acceptance of bid items.

A pre-bid conference will be held at 10:00 a.m., Monday, November 4 at 14200 Chapman Rd., San Leandro.

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.

Delivery shall be to:

Districts 1 and 2

Firm _____

Date: _____

Address _____

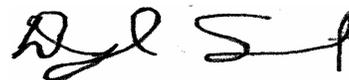
Phone: _____

FAX: _____

By (Signature) _____

Print Name: _____

Title: _____



Darryl Sweet
Purchasing Supervisor

**SPECIAL PROVISIONS FOR SERVICES
STREET LIGHT RE-LAMP**

ACCESSIBILITY. The Contractor shall fully inform himself 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. Contractor may be issued keys for the Public Works Corporation Yard for the purpose of obtaining and disposing of material as specified in this contract. Any and all keys shall be returned to the City's representative at the completion of this contract.

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.

BUSINESS LICENSE. If the scope of work under this bid includes performing services or installation on City property, the SUCCESSFUL BIDDER must have or obtain a City Business License. Inquiries regarding Business License may be directed to City of San Leandro Finance Department Business License section at 510-577-3378.

CLEAN-UP. During performance and upon completion of work on this project the contractor will at the end of each work day 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.

CONTRACTOR EMPLOYEES. Contractor shall provide skilled and properly trained personnel for the inspections and/or re-lamping work under or as a result of this contract. Contractor's personnel shall be supplied with a clean uniform displaying the Contractor's and technician's name. Contractor's company name shall be displayed on all vehicles.

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.

CONTACT. Contractor shall supply a single point of contact for the City regarding any and all work under this contract.

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,

**SPECIAL PROVISIONS
FOR SERVICES – Continued**

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.

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 or property. The contractor shall be responsible for the restoration or replacement of 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. The City reserves the right to have the work performed by a responsible contractor and the cost deducted from the contract amount.

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.

EXTRA WORK. Extra work shall require a signed Contract Change Order, or a written order from the City, authorizing Contractor to proceed with extra work based on the "per unit" cost as specified in the bid price. The expressed terms of the signed Change Order shall govern over any conflicting documents, including but not limited to, any proposals for Change Orders. Work performed in response to an emergency shall be performed on an Extra Work basis (time and material basis) and shall be governed by this Section. This contract does not grant the Contractor any or all rights to repair or service work found to be necessary as a result of this contract.

BASIS FOR ESTABLISHING COSTS:

A. Labor - The cost of labor for the workers used in the actual and direct performance of the work, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

Actual Wages - The actual wages paid to a rate not to exceed the State of California Department of Industrial Relations General Prevailing Wage Rates. The wages shall include any employer payments to or on behalf of the workers for liability insurance, health and welfare, pension, vacation, apprenticeship funds and similar purposes. Travel

and subsistence allowances actually paid to the workers shall be in accordance with Labor Code Section 1773.8.

To the actual wages, as defined above will be added all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages as defined above. The six items included are Workers Compensation, Social Security, Medicare, Federal Unemployment, State Unemployment and State Training Taxes.

Certified payrolls, fringe benefit statements from applicable collective bargaining units, documentation of liability insurance and all payroll taxes shall be provided for verification.

B. Materials - No addition, deletions, revisions.

C. Tool and Equipment Rental

The rates to be used in determining equipment rental costs of Contractor owned and maintained equipment shall be the lesser of listed rates prevailing locally at equipment rental agencies, or distributors or of listed rates in the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, at the time the work is performed. The rates to be used in determining equipment rental costs of equipment obtained at local equipment rental agencies or distributors shall be paid per invoice. The contractor shall use their own equipment to the greatest extent possible, renting equipment only when absolutely necessary.

Rental rates for Contractor owned/maintained equipment not in actual use which remains at the work site exclusively to perform the Extra Work shall be adjusted by the Delay Factor Rate up to eight (8) hours and equipment used in excess of eight (8) hours per day or on weekends and holidays shall be adjusted by the Overtime Factor per the Labor Surcharge and Equipment Rental Rates.

D. Other Items - No additions, deletions, revisions.

E. Invoices - No additions, deletions, revisions.

MARK UP

A. Work by Contractor - The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

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| 1) Labor | 20% |
| 2) Materials | 15% |
| 3) Equipment Rental | 15% |
| 4) Other Items and Expenditures | 15% |

SPECIAL PROVISIONS
FOR SERVICES – Continued

B. Work By Subcontractor - When all or any part of the extra work is performed by a Subcontractor, the markup established in (a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

DAYS OF WORK. All work shall be done Monday through Friday between the hours of 7:00 a.m. to 4:00 p.m. excluding designated City holidays, unless otherwise directed by a City official.

The following are the designated City holidays:

- January 1 (New Year's Day).
- The third Monday in January (Martin Luther King's Birthday).
- February 12 (Lincoln's Birthday).
- The third Monday in February (Washington's Birthday).
- The last Monday in May (Memorial Day).
- July 4 (Independence Day).
- The first Monday in September (Labor Day).
- November 11 (Veterans' Day).
- The fourth Thursday in November (Thanksgiving Day).
- The day after Thanksgiving Day.
- December 24 (Christmas Eve).
- December 25 (Christmas Day).
- December 31 (New Year's Eve).

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.

**SPECIAL PROVISIONS
FOR SERVICES – Continued**

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.

PERMITS. Unless otherwise specified herein, Contractor shall obtain all permits and licenses necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract. Any and all permit fees shall be paid by the City.

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.

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.

FAILURE TO PERFORM The city reserves the right to use other contractors to perform any and all work not completed within the contract inspection schedule or for the failure to correct unsatisfactory work. The cost of this work will be deducted from the current contract.

QUALITY CONTROL. The City retains the right to use other contractors for quality control inspections of any or all work performed under this contract.

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.

HOURS OF LABOR Eight hours of labor constitutes a legal day's work. The contractor shall forfeit, as a penalty to the Agency, \$25.00 for each workman employed in the execution of the contract by the contractor or any subcontractor under him for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provision of the Labor code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of contractors in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day not less than one and one-half times the basic rate of pay, as provided in said Section 1815.

**SPECIAL PROVISIONS
FOR SERVICES – Continued**

PREVAILING WAGE The City Council by Resolution No. 77-236 has adopted the general prevailing wage rates determined by the Director of Industrial Relations, State of California, to be part of this contract. The general prevailing wage rates applicable to the County of Alameda are listed in the publication entitled “General Prevailing Wage Rates.” This document is hereby made part of this contract by reference. Copies of the current versions of this document are on file in the office of the City Clerk, Civic Center, 835 East 14th Street, San Leandro, California.

The City will not recognize any claim for additional compensation because of payment by the Contractor of any wage in excess of the prevailing wage rates set forth in the General Prevailing Wage Rates which is part of this contract. The possibility of wage increases is one element to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as a basis of claim against the City on the contract.

The Contractor shall comply with Labor Code Sections 1774 and 1775. The Contractor shall forfeit, as a penalty, \$50.00 per each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates in violation of the provisions of the Labor Code and in particular Labor Code Section 1770 to 1780 inclusive. In addition to said penalty, the difference between such stipulated prevailing wage rates and the amounts paid for each worker paid less than the stipulated prevailing wage rates shall be paid to each of said workers by the Contractor.

DAILY REPORTS BY CONTRACTOR. Daily work logs shall be completed by the Contractor on a City-supplied form. This log shall include: pole number, pole location, notes from inspections, daily logs shall be signed by Contractor’s personnel and the City’s representative. These logs shall be submitted to the City on a daily basis and copies shall be included with the monthly invoices.

CONSTRUCTION SCHEDULE. The Contractors shall not begin work until the Notice to Proceed is issued by the City. Contractor shall begin work within 5 working days from the date of issuance of the Notice to Proceed and shall diligently prosecute the work to completion of the project. All work shall be completed within 30 working days from the start of the contract.

LIQUIDATED DAMAGES. The Contractor shall pay to the City of San Leandro the sum of \$100.00 per day for each and every calendar day’s delay in completing the work in excess of the number of working days allowed for the contract. Due to the nature of the work under this contract, working days will be suspended during times of rain or high winds.

SCOPE OF WORK

STREET LIGHT RE-LAMP

Luminaries in Council Districts 1 and 2 are to be re-lamped under this contract, excluding the following main streets:

Mac Arthur/Grand Boulevard
East 14th Street
Bancroft Avenue
Estudillo Avenue
Washington Avenue
San Leandro Boulevard
Halcyon/Fairmont Drive
Davis Street
Marina Boulevard
Williams Street

Bid price shall include a lump sum and a “per luminaire” cost, award shall be based on the lowest lump-sum Bidder. “Per luminaire” cost shall be used for additions and/or deletions of the scope of work deemed necessary by the City.

Bid price shall be inclusive of all taxes, fees and other charges.

Re-lamp shall consist of the following work:

1. Replacement of lamp
2. Replacement of the photocell
3. Cleaning of the lens and reflector
4. Performance of an operational test of fixture
5. Visual inspection and notation of pole/mast arm for damage, numbering, base cover, and hand hole cover.
6. Completion of a City-supplied form for each luminaire - noting the pole number, lamp wattage, missing or damaged parts, etc.

All work shall be performed with the system in the energized state.

All lamps and photocells to be installed shall be furnished by the City. Each lamp component shall be replaced with the appropriately sized unit. The contractor shall be responsible for obtaining the daily material needed from the Public Works Corp. Yard. The City will supply all cleaning material.

Map is attached. Or is otherwise available from Purchasing Division.