

CITY OF PITTSBURG REQUEST FOR PROPOSAL

Project 3333

California Theater Marquee Sign

Proposals Due: August 24, 2023, by 2:00 pm

Bid to be received electronically directly to gpina@pittsburgca.gov

Scope of Work and Project Location:

The scope of work of this Contract consists in general of the removal of the existing marquee sign at the California Theater and the installation of a changeable digital marquee sign. The scope of work includes, but is not necessarily limited to: removal of existing marquee sign, disposal of existing marquee sign, protect in place existing marquee structure, wiring, bracing, furnishing sign, furnishing all necessary materials and equipment to install a functional digital sign, installing new digital sign on existing marquee, programming new sign, and all other work to ensure a properly functioning digital marquee sign as described in this RFP, Special Provisions, City Standard details and per Caltrans Standard Specifications. The project is located at the California Theater, 351 Railroad Avenue, Pittsburg, CA 94565.

Project Information:

The existing marquee sign has changeable sign letters that need to be physically replaced in kind. The City intends to replace this sign with a digital sign. The digital sign will display production information, sponsorship information, names, dates, titles, and other images. The contractor is responsible to develop a proposal to furnish and install the aforementioned material.

Time for Completion:

The Project must be fully completed within 90 calendar days from the start date set forth in the Notice to Proceed. City anticipates that the Work will begin on or about October 1, 2023, but the anticipated start date is provided solely for convenience and is neither certain nor binding.

Project Estimated Cost: \$150,000

Questions

If there are any questions regarding this Request for Proposal please contact Gabriel Piña, Associate Engineer via email at gpina@pittsburgca.gov

No Pre-Bid meeting is required. However, the Contractor is responsible to inspect the site of the proposed work in order to ascertain a satisfactory understanding of the existing actual site conditions.

License and Registration Requirements

License:

All Bidders shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. The Successful Bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time the contract is awarded. The class of license shall be of the classification applicable to the work specified in the contract. All bidders shall be licensed in accordance with laws of this State and any bidder or contractor not so licensed is subject to the penalties imposed by such laws.

DIR Registration:

City may not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder is registered with the California Department of Industrial Relations ("DIR") to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

Prevailing Wage Requirements

General:

Pursuant to California Labor Code § 1720 et seq., this Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

Rates:

The prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

Compliance:

The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.

Performance and Payment Bonds

The successful bidder will be required to provide performance and payment bonds, each for 100% of the Contract Price, as further specified in the Contract Documents.

Subcontractors List

Each Subcontractor must be registered with the DIR to perform work on public projects. Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, California contractor license number, DIR registration number, and percentage of the Work to be performed (based on the base bid price) for each Subcontractor that will perform Work or service or fabricate or install Work for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents.

The City of Pittsburg reserves the right to reject any bid and the right to waive any minor irregularity or informality in the Contract Proposal. Costs for submitting a bid is the sole responsibility of the Bidder and the claims for reimbursement will not be accepted by the City.

Please submit your proposals via email to Gabriel Piña at gpina@pittsburgca.gov

CITY OF PITTSBURG GENERAL AND WORK CONDITIONS

1. **Compensation**

The Contractor agrees to receive and accept the prices shown as full compensation for furnishing all materials and for doing all the work contemplated and embraced in the order; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner according to the requirements of the City's inspection.

2. **Indemnification**

The Contractor shall indemnify, defend and hold harmless City against and from any and all claims or suits for damages or injury arising from Contractor's performance of this agreement or from any activity, work, or thing done, permitted or suffered by Contractor in conjunction with the performance of this contract, and shall further indemnify, defend and hold harmless City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Contractor hereunder, and against and from all costs, attorney's fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

3. **Laws to be Observed**

The Contractor shall keep fully informed of and shall comply with all existing State and Federal laws and all municipal ordinances and regulations of the City of Pittsburg which in any manner affect those engaged, or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

4. **Contractor's Licensing Laws**

Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All bidders and Contractors shall be licensed in accordance with the laws of the State of California and any bidder or Contractor not so licensed is subject to the penalties imposed by such laws.

5. **Permits or Licenses**

The Contractor shall procure all permits (no fee encroachment permit) and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

6. **Default**

If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings, or make an assignment for the benefit of creditors, the City of Pittsburg shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor

whereupon the City of Pittsburg shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to the City of Pittsburg for all costs incurred by the City of Pittsburg in completing or procuring the completion of performance in excess of the contract price herein specified. The City of Pittsburg's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing. Time is of the essence hereof.

7. **Independent Contractor**

The Contractor is an independent contractor retained by the City to perform the work described herein. All personnel employed by the Contractor, including Subcontractors and personnel of said Subcontractors approved by the City, are not and shall not be deemed to be employees of the City. The Contractor and approved Subcontractors shall comply with all State and Federal laws pertaining to employment and compensation of their employees or agents, including the provision of Workers' Compensation. The City shall not, under any circumstances, be liable to Contractor for any person or persons acting for him/her for any death, injury, or property destruction or damage received or claimed relating to or stemming from the activities undertaken pursuant to this agreement.

8. **Safety**

All equipment and materials shall comply with all Federal, State and local safety rules and regulations including OSHA.

9. **Assignment**

The City is entering into this agreement in consideration of the rendition of the services required herein by Contractor. Contractor shall not assign any of the duties, responsibilities, or obligations of this agreement to any other firm, company, entity, or individual, except with the express written consent of City. Nothing set forth in this paragraph shall preclude Contractor from assigning any of the money due and owing to it from City.

SPECIAL PROVISIONS

10. **Execution of Contract Agreement**

The Contract Agreement shall be signed by the successful bidder and returned, together with the insurance certificate and insurance endorsements before work can begin.

11. **Time of Completion**

The Contractor shall complete all the work under this contract within **90** **calendars days**. Prior to commencing work, the Contractor shall provide notifications to all affected owners/residents on each street where work is scheduled to occur at least seventy-two hours prior to the commencement of work. The notices shall inform residents of the specific work of each affected street section, day(s), date(s) and time of work. Written notice shall be reviewed and approved by the Project Manager prior to being sent to the residents.

12. **Payments and Retention**

Contractor shall submit a payment request for the total amount of the work completed. Payment is net 30 days. The City shall withhold 5% of the contract price until 30 days after the notice of completion has been filed with the county.

13. **Technical Provisions**

a) **MOBILIZATION**

Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization," of the State of California, Department of Transportation Standard Specifications, and these Specifications. In general, mobilization shall consist of the work associated with obtaining permits, insurance, and bonds, and the moving onto the site of materials, supplies, construction area signs, restroom facilities, and equipment as required for the proper performance and completion of the work. The bid for Mobilization shall not exceed 10% of the total project cost.

b) **CONSTRUCTION AREA SIGNS**

Construction area signs shall be furnished, installed, maintained, and removed when no longer required, in accordance with the provisions in the State of California, Department of Transportation Manual of Uniform Traffic Control Devices (California MUTCD), Chapter 6F, these Technical Specifications, and as directed by the Engineer. The Engineer shall approve all locations prior to Contractor installing signs. Construction area sign panels shall be metal, with reflective coating, black lettering on orange background, and mounted on Type II Barricades as described in Section 12-3.10, "Barricades," in the State of California, Department of Transportation Standard Specifications (State Specifications). Construction area sign panels shall conform to Section 12-3.11B(3), "Portable Signs", of the State Specifications. Signs shall be kept clean and in good repair.

c) **TRAFFIC CONTROL**

Maintaining safe and efficient traffic flow through the work zone is a high priority for the City. For the purpose of this section, traffic relates to cars, trucks, buses, pedestrians, and bicycles. The Contractor's shall conform to Sections 7-1.03 "Public Convenience," 7-1.04 "Public Safety" and Section 12 "Temporary Traffic Control" of the State

Standard Specifications, insofar as they may apply, and these Specifications. Traffic Control shall comply with the following:

- a. Standard single lane closure on West Leland Road shall be restricted to between the hours of 8:30 A.M. and 3:30 P.M., Monday through Friday, unless allowed by the Engineer. Work area traffic control requiring the closure of multiple lanes or the detour of traffic (within signalized intersections) shall be limited to the hours of 9:00 AM and 3:00 PM.
- b. No work is allowed on Saturday, Sunday or Holidays.
- c. During lane closure operations, a minimum of one flagman controlled and unobstructed paved traffic lane, not less than 11 feet wide, shall be open for use by public traffic.
- d. The Contractor shall provide flagman and other personnel to control traffic at all times.
- e. The Contractor shall prepare a detailed traffic control plan for the Engineer's advance approval; no work involving traffic control may occur until the Engineer approves the Plan.
- f. All signs and other warning devices (including construction and advance warning signs placed beyond the limits of work) shall be provided and maintained by the Contractor at his or her expense, and shall remain his or her property after the completion of the contract.
- g. The Contractor shall provide all flaggers at his or her expense.

CITY OF PITTSBURG INSURANCE REQUIREMENTS

INSURANCE – GENERAL

All insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration of proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail not less than thirty (30) days before expiration or cancellation is effective.

At the time of execution of the Agreement, the Contractor shall, at the Contractor's own expense, procure and at all times during the prosecution of the work hereunder and until final completion thereof, maintain in full force and effect Workers' Compensation Insurance and Public Liability Insurance, as follows:

A policy covering the full liability of the contract, to any and all persons employed by him/her directly or indirectly in or upon said work, or their dependents, in accordance with the provision of the Labor Code of the State of California relating to Workers' Compensation Insurance.

A policy of Public Liability Insurance naming the City of Pittsburg, its officers, officials, agents, employees and volunteers as additional insured against all loss from liability, contingent or otherwise, for injury to, or death of, any person or persons or damage to real or personal property, arising in or by reason of, or in connection with, the performance of the work herein, contemplated and agreeing to defend against all claims, demands, actions or legal proceedings made or brought by any person by reason of any such injury, death or damage, and to pay all judgments, interests, costs, legal and other expenses arising out of or in connection therewith. One insurance policy shall cover all risks on the work. Said liability insurance shall be an event occurrence and not a claim made policy.

The policy mentioned in this section shall be issued by an insurance carrier satisfactory to said City and shall be delivered to the City at the time of delivery of such contract. In lieu of actual delivery of such policies, certificate(s) issued by the insurance carrier showing such policies to be in force for the period covered by the contract may be delivered to the City. Such policies and certificate(s) shall be of a form approved by the City Attorney of said City. Should any policy be canceled before final completion of the work herein contemplated and the Contractor shall fail to immediately procure other insurance as herein required, then the City may procure such insurance and the cost of such insurance shall be deducted from any monies due to the Contractor.

Bonds, Indemnity, and Insurance

1 Payment and Performance Bonds. Within ten days following issuance of

the Notice of Potential Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.

- (A) *Surety*. Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.
- (B) *Supplemental Bonds for Increase in Contract Price*. If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.

2 *Indemnity*. To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnatee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnatee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. Contractor waives any right to express or implied indemnity against any Indemnatee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

3 *Insurance*. No later than ten days following issuance of the Notice of

Potential Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract, through the date of City's acceptance of the Project. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of the required insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification obligations under this Contract.

- (A) *Policies and Limits.* The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:
- (1) *Commercial General Liability ("CGL") Insurance:* The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protected coverage, contractual liability, products and completed operations, and broad form property damage, with limits of at least \$2,000,000 per occurrence and at least \$4,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.
 - (2) *Automobile Liability Insurance:* The automobile liability insurance policy must provide coverage of at least \$2,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability.
 - (3) *Workers' Compensation Insurance and Employer's Liability:* The workers' compensation and employer's liability insurance policy must comply with the requirements of the California Labor

Code, providing coverage of at least \$1,000,000 or as otherwise required by the statute. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

- (4) Pollution Liability Insurance: The pollution liability insurance policy must be issued on an occurrence basis, providing coverage of at least \$2,000,000 for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.
 - (5) Builder's Risk Insurance: The builder's risk insurance policy must be issued on an occurrence basis, for all-risk or "all perils" coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City.
- (B) Notice. Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case ten days written notice must be made to City.
 - (C) Waiver of Subrogation. Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against City.
 - (D) Required Endorsements. The CGL policy, automobile liability policy, pollution liability policy, and builder's risk policy must include the following specific endorsements:
 - (1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or an equivalent form approved by the City.
 - (2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

- (3) The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss.
- (4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.
- (E) Contractor's Responsibilities. This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage.
- (F) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of \$100,000 are subject to approval by the City's Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If the City's Risk Manager determines that the deductibles are unacceptably high, at City's option, Contractor must either reduce or eliminate the deductibles as they apply to City and all required Additional Insured; or must provide a financial guarantee, to City's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.
- (G) Subcontractors. Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder's risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the City's Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the City, Contractor must provide certificates and endorsements submitted by each Subcontractor to

prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

Bidder's Questionnaire

CALIFORNIA THEATER MARQUEE SIGN PROJECT

Within 48 hours following a request by City, a bidder must submit to City a completed, signed Bidder's Questionnaire using this form and all required attachments, including clearly labeled additional sheets as needed. City may request the Questionnaire from one or more of the apparent low bidders following the bid opening, and may use the completed Questionnaire as part of its investigation to evaluate a bidder's qualifications for this Project. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

Part A: General Information

Bidder Business Name: _____ ("Bidder")

Check One: Corporation (State of incorporation: _____)
 Partnership
 Sole Proprietorship
 Joint Venture of: _____
 Other: _____

Main Office Address and Phone: _____

Local Office Address and Phone: _____

Website address: _____

Owner of Business: _____

Contact Name and Title: _____

Contact Phone and Email: _____

Bidder's California Contractor's License Number(s): _____

Bidder's DIR Registration Number: _____

Part B: Bidder Experience

1. How many years has Bidder been in business under its present business name? ____ years

2. Has Bidder completed projects similar in type and size to this Project as a general contractor?

_____ Yes _____ No

3. Has Bidder ever been disqualified from a bid on grounds that it is not responsible, or otherwise disqualified or disbarred from bidding under state or federal law?

_____ Yes _____ No

If yes, provide additional information on a separate sheet regarding the disqualification or disbarment, including the name and address of the agency or owner of the project, the type and size of the project, the reasons that Bidder was disqualified or disbarred, and the month and year in which the disqualification or disbarment occurred.

4. Has Bidder ever been terminated for cause, alleged default, or legal violation from a construction project, either as a general contractor or as a subcontractor?

_____ Yes _____ No

If yes, provide additional information on a separate sheet regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Bidder was under contract as a general contractor or a subcontractor, the reasons that Bidder was terminated, and the month and year in which the termination occurred.

5. Provide information about Bidder's past projects performed as general contractor as follows:

- 5.1 Six most recently completed public works projects within the last three years;
- 5.2 Three largest completed projects within the last three years; and
- 5.3 Any project which is similar to this Project including scope and character of the work.

6. Use separate sheets to provide all of the following information for each project identified in response to the above three categories:

- 6.1 Project name, location, and description;
- 6.2 Owner (name, address, email, and phone number);

- 6.3 Prime contractor, if applicable (name, address, email, and phone number);
- 6.4 Architect or engineer (name, email, and phone number);
- 6.5 Project and/or construction manager (name, email, and phone number);
- 6.6 Scope of work performed (as general or as subcontractor);
- 6.7 Initial contract price and final contract price (including change orders);
- 6.8 Original scheduled completion date and actual date of completion;
- 6.9 Time extensions granted (number of days);
- 6.10 Number and amount of stop notices or mechanic’s liens filed;
- 6.11 Amount of any liquidated damages assessed against Bidder; and
- 6.12 Nature and resolution of any project-related claim, lawsuit, mediation, or arbitration involving Bidder.

Part C: Safety

1. Provide Bidder’s Experience Modification Rate (EMR) for the last three years:

Year	EMR

2. Complete the following, based on information provided in Bidder’s CalOSHA Form 300 or Form 300A, Annual Summary of Work-Related Illnesses and Injuries, from the most recent past calendar year:

- 2.1 Number of lost workday cases: _____
- 2.2 Number of medical treatment cases: _____
- 2.3 Number of deaths: _____

3. Has Bidder ever been cited, fined, or prosecuted by any local, state, or federal agency, including OSHA, CalOSHA, or EPA, for violation of any law, regulation, or requirements pertaining to health and safety?

_____ Yes _____ No

If yes, provide additional information on a separate sheet regarding each such citation, fine, or prosecution, including the name and address of the agency or owner of the project, the type and size of the project, the reasons for and nature of the citation, fine, or prosecution, and the month and year in which the incident giving rise to the citation, fine, or prosecution occurred.

4. Name, title, and email for person responsible for Bidder’s safety program:

Name

Title

Email

Part D: Verification

In signing this document, I, the undersigned, declare that I am duly authorized to sign and submit this Bidder's Questionnaire on behalf of the named Bidder, and that all responses and information set forth in this Bidder's Questionnaire and accompanying attachments are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Signature: _____

Date:

By:

Name and Title

END OF BIDDER'S QUESTIONNAIRE

Noncollusion Declaration
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ [title] of
_____ [business name], the party
making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

s/ _____

Name [print]

END OF NONCOLLUSION DECLARATION

Inspection of Site Statement

I have, either by personal examination or other means of my choice, inspected the site of the proposed work and to my satisfaction am aware of the actual conditions that exist at the site of the proposed work which may affect the work involved in this Contract and the conditions thereof.

General Prevailing Wage Rates Statement

The State of California General Prevailing Wage Rates are hereby incorporated into these Contract Specifications by this reference.

If awarded the Contract, I/we will not pay less than the latest General Prevailing Wage Rates of the State of California (including any and all amendments thereto) to each employee working in connection with this Contract.

Workmen's Compensation Insurance Statement

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workmen's Compensation or to undertake self- insurance in accordance with the provisions of that code. If awarded the Contract, I will comply with such provisions and provide the City of Pittsburg with a certificate (satisfactory to the City) verifying same before commencing the work of this Contract.

City Business License Statement

If awarded this Contract, I, and each subcontractor employed in connection with this Contract, either has, or will obtain, a City of Pittsburg Business License prior to commencing any work under this Contract.

City Standard Specifications & Details Statement

I am in possession of the latest edition of the City Standard Specifications and the City Standard Details, and that this Proposal was prepared in compliance with the provisions thereof.

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE () _____

FAX NO: AREA CODE () _____

CONTRACTORS'S LICENSE NUMBER _____

EMAIL _____

Signature _____

Title _____

Date _____

Attachments

Evaluation Criteria

Draft Contract

Draft Payment Bond

Draft Performance Bond

**Plan Sheet of Existing Marquee Sign
(For Reference Only)**

**Reference Photos of Existing Marquee
Sign**

Evaluation Criteria

The City reserves the right to reject all proposals that are inappropriate, inadequate, or are otherwise non-responsive to the City's needs. A team of City Staff Members will evaluate all proposals for adequacy, technical competence and suitability of the Consultant. Selection will be based on the content of the proposal received by the City.

The City will select one firm with which to negotiate an agreement for services, and the selected firm will be notified by email of the City's decision. If a contractual agreement cannot be reached with the first selection, the City may elect to negotiate with other qualified participating firms. All respondents to the RFP will be notified of the results of the selection process.

The Contractor must be willing to execute the City's Standard Contract without any revision.

Contract

This public works contract ("Contract") is entered into by and between the City of Pittsburg ("City") and _____ ("Contractor"), for work on the California Theater Marquee Sign Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On _____, 20____, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below. City has elected to include the following Project alternate(s) in the Contract: No Alternates

2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Plans and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Potential Award;
 - 2.12 Notice to Proceed; and
 - 2.13 The following: No other documents

3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$_____ ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 90 calendar days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated

damages in the amount of \$1,000 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

7. Labor Code Compliance.

7.1 General. This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.

7.2 Prevailing Wages. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.

7.3 DIR Registration. City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

8. Workers' Compensation Certification. Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

9. Conflicts of Interest. Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. Independent Contractor. Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. Notice. Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

City:

Engineering Division
65 Civic Avenue
Pittsburg, CA, 94565
Attn: Gabriel Piña, Associate Engineer
gpina@pittsburgca.gov

Contractor:

Name: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Attn: _____
 Email: _____
 Copy to: _____

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Contra Costa County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Contra Costa County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code § 313.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY:

Approved as to form:

s/ _____

s/ _____

Name, Title

Name, Title

Date: _____

Date: _____

Attest:

s/ _____

Name, Title

Date: _____

CONTRACTOR: _____
Business Name

s/ _____

Seal:

Name, Title

Date: _____

Second Signature (See Section 12.8):

s/ _____

Name, Title

Date: _____

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

Payment Bond

The City of Pittsburg ("City") and _____ ("Contractor") have entered into a contract for work on the California Theater Marquee Sign Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

- 1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in an amount not less than \$ _____, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
- 2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.
- 3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
- 4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
- 5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Email: _____

- 6. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Contra Costa County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

[Signatures are on the following page.]

7. **Effective Date; Execution.** This Bond is entered into and is effective on _____, 20__.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY CITY:

s/ _____

Date

Name, Title

END OF PAYMENT BOND

Performance Bond

The City of Pittsburg ("City") and _____ ("Contractor") have entered into a contract for work on the California Theater Marquee Sign Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee for an amount not less than \$_____ to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.
3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from City of Contractor's termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
 - 5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
 - 5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or
 - 5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Fax: _____
 Email: _____
8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Contra Costa County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

9. **Effective Date; Execution.** This Bond is entered into and effective on _____, 20__.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY CITY:

s/ _____

Date

Name, Title

END OF PERFORMANCE BOND