

SPECIFICATIONS FOR

THE CITY OF LOMITA

INSTALLATION OF VARIABLE FREQUENCY DRIVES
AND A DATA ROOM COOLING UNIT

AT

24300 NARBONNE AVE – CITY HALL

DECEMBER, 2011



Alicia Velasco, City of Lomita
Principal Planner
Phone: (310) 325-7110

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CITY OF LOMITA ENERGY EFFICIENT HVAC PROJECT

**24300 NARBONNE AVE
LOMITA, CALIFORNIA**

**NOTICE INVITING SEALED BIDS
TO CONSTRUCT SITE IMPROVEMENTS
AND
APPURTENANCES THERETO**

NOTICE IS HEREBY GIVEN that the City of Lomita will accept bids for furnishing of labor and materials for the following work in the City of Lomita, County of Los Angeles, California, until **Monday December 19, 2011 at 2:30 PM**, the City will open the bids immediately following at 3:00 PM in the office of the City Clerk, City of Lomita, California.

SCOPE OF WORK: The City requires the contractor to provide LABOR, MATERIALS, PROPER DISPOSAL, AND WARRANTY to install two VFD's and a Computer Room Air Conditioning (CRAC) Unit. A complete scope of work is provided herein. It should be noted that the City reserves the right to modify the scope during any phase of the project according to budget restrictions.

In addition, to the aforementioned requirements the City also requires the following:

1. Contractor shall obtain permits as required.
2. All contractors must obtain a city business license.
3. Contractor shall be responsible for proper disposal according to State and Federal requirements.

This project requires payment of State prevailing rates of wages for Los Angeles County. Copies of these rates of wages are available from the State of California Department of Industrial Relations Prevailing Wage Unit, telephone No. (415) 703-4774 or on their website at www.dir.ca.gov.

NOTICE INVITING SEALED BIDS

BONDS: Each bid must be accompanied by a certified or cashier's check or bidder's bond payable to the order of the City of Lomita, for an amount not less than ten (10%) of the bid price submitted, and the check, bond or cash deposit of the successful bidder shall be forfeited to said City if such bidder fails to enter into the contract to perform the work within ten (10) days after written notice of award.

The successful bidder will be required to furnish a labor and materials bond in the amount equal to 100% of the contract price and a faithful performance bond in an amount equal to 100% of the contract price, said bonds to be secured by a surety satisfactory to the City of Lomita.

INSURANCES: The CONTRACTOR shall take out and maintain during the life of the contract, Worker's Compensation Insurance for all employees employed in connection with the work. The CONTRACTOR shall, at his own expense, take out and maintain during the life of the contract, Public Liability Insurance and Property Damage Insurance in an amount not less than shown in the Special Provisions. Said Insurance shall be satisfactory to the City Council of the City of Lomita.

It is further required that the City of Lomita be included as an additional insured in respect to the operations of the CONTRACTOR who performs in behalf of said City. A thirty (30) day notification of cancellation clause shall be included in the Certificates of Insurance.

The CONTRACTOR agrees that he must comply strictly with the provisions of the Labor Code of the State of California, Sections 1770 to 1780 inclusive, and in the event of any violation of the within mentioned sections, he shall forfeit and suffer the penalties therein provided.

All work is to be done under the direct inspection of the Principal Planner of the City of Lomita or her designee.

All work to be paid for at the unit prices bid from appropriate monies.

The words "**Sealed Bid Energy Efficient HVAC Project - Do Not Open with Regular Mail**" shall appear on the envelope of each sealed bid. Said bid addressed as follows:

City Clerk
City of Lomita
24300 Narbonne Ave
P. O. Box 339
Lomita, CA 90717

The City Council of the City of Lomita reserves the right to reject any or all bids, and/or waive any informality on a bid. No bidder may withdraw his bid for a period of sixty (60) calendar days after the date set for the opening thereof.

Notice inviting sealed bids (cont'd)

The City of Lomita hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, or national origin in consideration for an award, and will require that the CONTRACTOR meet the standards of the Fair Employment Practices.

The successful bidder is required to obtain or have in his possession a valid business license from the City of Lomita prior to contract execution. (Lomita Municipal Code, Section 6)

Schedule of Work: The estimated time for completion of the work shown on the bidding documents is 30 (thirty) calendar days.

Pre-Bid Conference/Site Visit: Mandatory pre-bid job inspection Thursday December 8th, 2011 at 10 AM at 24300 Narbonne Ave, Lomita, CA 90717

Contact Person: Alicia Velasco, Principal Planner 310-325-7110 x 122.

BY ORDER OF THE COUNCIL OF the City of Lomita, California

Dated this

Dawn Tomita, City Clerk
City of Lomita

**BID PROPOSAL
FOR
CITY OF LOMITA ENERGY EFFICIENT HVAC PROJECT
AT
24300 NARBONNE AVE
LOMITA, CALIFORNIA**

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All bid proposal forms listed above shall be completely filled out and submitted with the bid. Failure to do so may result in rejection of the bid.

**CITY OF LOMITA ENERGY EFFICIENT HVAC PROJECT
AT
24300 NARBONNE AVE
LOMITA, CALIFORNIA**

PROPOSAL TO THE CITY COUNCIL

To the City Council of the City of Lomita:

The Undersigned hereby declares:

- (A) That the only persons or parties interested in this proposal as principals are those identified on the Bidder Information Sheet.
- (B) That he or she has carefully examined the project site and has familiarized himself or herself with all of the physical and climatic conditions, and makes this proposal solely upon his or her own knowledge.
- (C) That he or she has carefully examined any Plans, Specifications, Instructions to Bidders, Bid Proposal, Notice Inviting Bids, and all other information furnished by the Agency and makes this proposal accordingly.
- (D) That, in the event this contract is awarded to him or her, he or she will enter into a contract with the City Council of the City of Lomita to perform the work in accordance with the Plans and the terms of the Specifications, and will furnish or provide all materials, labor, tools, equipment, apparatus, and other means necessary so to do, except as may otherwise be furnished or provided under the terms of said Specifications, for the prices stated in the Schedule of Prices (Bid Proposal Form).
- (E) That he or she has included with the proposal a certified or cashier's check, or a surety bond, payable to the City of Lomita in an amount of \$_____, equivalent to at least 10 percent of the total aggregate bid price shown on the Schedule of Prices. Furthermore, he or she agrees that, should he or she fail to properly execute and return the contract agreement, together with the required bonds, within ten business days after it has been delivered or mailed to him or her, or his or her authorized agent, the City will be damaged by the delay in an amount that is impossible to definitely ascertain and which is therefore established to be not less than that of the aforementioned check or bond and that in such event the amount of said check or bond shall become the property of the City and may be collected thereby, but that otherwise it shall be returned in accordance with the provisions of the Instructions to Bidders.

Name of Bidder

Signature of Bidder

**CITY OF LOMITA ENERGY EFFICIENT HVAC PROJECT
AT
24300 NARBONNE AVE
LOMITA, CALIFORNIA**

BIDDER INFORMATION SHEET

All information shall be **typed**. Please refer to the electronic version of this portion of the document on the City's website at <http://lomitacity.com/cityhall/announcements/index.html>.

PART A – Complete the appropriate portion below:

1. Bidder is an INDIVIDUAL:
Name of individual _____
(First Name, Middle Initial, Last Name)

Doing Business as _____

2. Bidder is a CORPORATION:

Exact Legal Business
Name of Corporation _____

Name of President _____

Name of Secretary _____

Name of Treasurer _____

Name of Manager _____

3. Bidder is a PARTNERSHIP:

Exact Legal Business
Name of Partnership _____

Names of persons or parties composing the Partnership (Indicate whether an individual or corporation):

Bidder's Initials _____

4. Bidder is a JOINT VENTURE:

Legal Exact Business

Name of Joint Venture _____

Names of persons or parties composing the Joint Venture (indicate whether an individual or corporation):

PART B - Complete the following:

Address _____

California CONTRACTOR's

License Number _____

Telephone Number _____

License Class _____

Expiration Date _____

**CITY OF LOMITA ENERGY EFFICIENT HVAC PROJECT
AT
24300 NARBONNE AVE
LOMITA, CALIFORNIA**

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER

State of California

SS.

City of Lomita

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

CONTRACTOR's License Class:

Subscribed at: _____
(City) (County) (State)

California CONTRACTOR's

License Number _____

License Class _____

Expiration Date _____

Signature of Bidder

**SIGNATURE MUST BE WITNESSED BY
NOTARY (Attach appropriate jurats)**

**CITY OF LOMITA ENERGY EFFICIENT HVAC PROJECT
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ACKNOWLEDGE OF ADDENDA RECEIVED

The bidder shall acknowledge the receipt of all addenda by each addendum received.

Addendum No.

Date Received

Bidder's Signature

If an addendum or addenda have been issued by the Agency and not noted above as being received by the bidder, the Bid Proposal may be rejected.

Bidder's Initials _____

**CITY OF LOMITA ENERGY EFFICIENT HVAC PROJECT
AT
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LOMITA, CALIFORNIA**

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

CONTRACTOR’S INDUSTRIAL SAFETY RECORD

5 – Calendar Years Prior to Current Year

	2006	2007	2008	2009	2010	TOTAL	CURRENT YEAR
1. No. of contracts							
2. Total dollar amount of contracts (in thousands of \$)							
*3. No. of fatalities							
*4. No. of lost workday cases							
*5. No. of lost workday cases involving permanent transfer to another job or termination of employment							
*6. No. of lost workdays							

* The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary-Occupational Injuries and Illnesses, OSHA NO. 220.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Bidder (Print)

Signature

Full Address

CONTRACTORS Lic. No.& Classification

AIR EMPLOYMENT PRACTICES CERTIFICATION

To: City of Lomita, California

The undersigned in submitting a bid for performing the following work by contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements as set forth in the Notice Inviting Bid a part hereof.

(Fill in description of contract)

Signature of Bidder

Business Address

Place of Residence

DBE

DBE BIDDERS LIST

All bidders are required to provide the following information for each DBE and non-DBE **subcontractor or subconsultant** who provided a proposal, bid, quote, or were contacted by the proposed prime bidder. This information is required from the proposed prime bidder and must be submitted with their bid/proposal. The City of Lomita will use this information to maintain and update a “Bidders” List to assist in the overall annual DBE goal-setting process.

Please also note, only contractors that hire subcontractors are required to fill out this page.

Firm Name: _____	Phone: _____
Address: _____	Fax: _____
Contact Person: _____	No. of years in business: _____
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: _____ NO: _____	
Type of work/services/materials provided by firm? _____	
What was your firm’s Gross Annual receipts for last year?	
Less than \$1 Million Less than \$5 Million Less than \$10 Million Less than \$15 Million More than \$15 Million	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: _____ Federal/State: _____

If “yes,” identify and describe, (including agency and status): _____

Have the penalties been paid? Yes/No: _____

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: _____ Code/Laws: _____ Section/Article: _____

If “yes,” identify and describe, (including agency and status): _____

CITY OF LOMITA ENERGY EFFICIENT HVAC PROJECT

WORKER’S COMPENSATION INSURANCE

Section 7-4 of the “Green Book” Standard Specifications 2006 Edition shall be revised to read as follows:

Before execution of the contract by the Board, the CONTRACTOR shall file with the Agency the following signed certificate:

The CONTRACTOR will be required to comply with the provisions of Section 3700 of the Labor Code by securing, bearing the cost of, and maintaining in full force and effect for the duration of the contract complete Worker’s Compensation Insurance. The Agency or any of its officers or employees will not be responsible for any claims or suits in law or equity occasioned by the failure of the CONTRACTOR to comply with the provisions of the Labor Code.

In accordance with the provisions of Section 1861 of the Labor Code of the State of California, the CONTRACTOR makes the following statement: “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Date _____

By _____

Principal

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

SCOPE OF WORK

DESCRIPTION OF WORK

The CONTRACTOR shall furnish all materials, labor, equipment, tools, transportation, and services for the described work in the City of Lomita, California, complete in place, and ready for use.

Background and Intent: The City Hall facility is served by constant volume multi-zone and fan coil air-handler units. The multi-zone units are served by a direct expansion cold deck and a Reznor direct-fired heater for the hot deck. Terminal air mixing boxes are used to blend the hot and cold deck air to achieve the desired temperatures. Constant volume, multi-zone, and hot deck/cold deck air handling units are not energy efficient since, in a majority of the zones, the air must be overcooled and/or overheat to achieve the proper discharge temperature. This scope includes installing two variable frequency drives on the multi-zone air-handler. Install one VFD on the supply (15hp) and one on the return (7.5hp) fan. Contractor to verify that the VFD's may be integrated into the existing building automation system. The intent is to monitor the performance of the VFD over the life of the drive. A control strategy is to be programmed to reduce flow at reduced loads during low stages. The intent of this control strategy is to reduce fan energy and also mitigate the simultaneous heating and cooling within the air conditioning system.

Currently the City's data room has a separate cooling unit that exhaust air into the ceiling space. It is necessary to provide an air conditioning system specifically designed for data room. The scope includes installing a split system unit specifically designed to operate 24/7. Installing this system will require piping between the fan coil unit, to be located in the data room and the condensing unit, to be located on the roof.

This is a **LUMP SUM** bid, however below list the price of each section of the bid. The City has the option to remove or modify any portion of the bid.

SCOPE OF WORK AND SCHEDULE OF PRICES

Section I – Variable Frequency Drive Installation and Integration

The following work shall be completed:

- Provide and perform insurance, bonding and mobilization for this Section only
- Check and confirm location of static sensor and verify if properly located. Verify that existing fan motor is suitable for VFD retrofit or if replacement with high efficiency motor is required. Verify that placement of VFD from motor will not create HARMONIC issues with motor.
- Verify that existing field panel will provide provisions for integrating VFD controls to building automation system.
- Test and balance air flow. Provide certified report at completion of installation.
- Installation of two **ABB BRAND** VFD's; one on the supply fan and one on the return fan and any necessary electrical to be run to the new VFD's
- Install the necessary static sensors as well as a Honeywell temperature controller for outside reset on the hot deck control
- Revise and update any existing VAV air handler graphics to include VFD fan airflow control. Revise and update programming to control VFD air flow control. Create enhanced alarms to monitor VFD faults. Download VFD control sequence into field panel. Provide air system balancing after retrofit.
- Provide a two year warranty on parts and labor for this Section only

TOTAL FOR THIS SECTION ONLY \$ _____

SCOPE OF WORK AND SCHEDULE OF PRICES CONT.

Section II – Installation of CRAC unit

The following work shall be completed:

- Provide and perform insurance, bonding and mobilization for this Section only
- Install a Computer Room AC split system unit specially designed to operate 24/7. Contractor may chose brand but it shall be approved by the Principal Planner
- Installing this system will require piping between the fan coil unit and condensing unit on roof
- Provide a two year warranty on parts and labor for this Section only

TOTAL FOR THIS SECTION ONLY \$ _____

TOTAL BASE BID WRITTEN IN WORDS:

\$ _____
(Written in Figures)

CONTRACTOR's Signature

CONTRACTOR's Name

**CITY OF LOMITA ENERGY EFFICIENT HVAC PROJECT
AT
24300 NARBONNE AVE
LOMITA, CALIFORNIA**

INSTRUCTIONS TO BIDDERS

Bidders with questions regarding these Instructions should contact Principal Planner Alicia Velasco at 310-325-7110

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A. QUALIFICATION OF BIDDERS

1. Competency of Bidders

Bidders must be thoroughly competent and capable of satisfactorily performing the work covered by the proposal. When requested, they shall furnish statements of previous experience on similar work; the plan of procedure proposed; the organization, machinery, plant and other equipment available for the contemplated work; and their financial condition and resources, as required by the Agency to determine such competence and capability.

2. CONTRACTOR's License

Each bidder shall be a licensed CONTRACTOR in accordance with the provisions of Chapter 9, Division 3, of the California Business and Professions Code at the time of submitting the bid. The Bid Proposal shall clearly show the valid State Contracting License number and proper license class to perform the work under the contract. Any Bid Proposal submitted which does not show this information may be rejected.

The Agency reserves the right to award the contract to a CONTRACTOR with another license class if the Agency determines that the license class is proper for the proposed work.

3. CONTRACTOR's Industrial Safety Record

All bidders are required to submit information regarding their industrial safety record on the form provided in the Bid Proposal. A review of this safety record will be made prior to a determination of the lowest responsible bidder. An adverse finding as to the bidder's safety record or any bid submitted which does not include the completed CONTRACTOR's Industrial Safety Record form may be sufficient cause for rejection of the bid.

B. ADDENDA TO CONTRACT DOCUMENTS

The Principal Planner may, without Council approval, issue addenda to the contract documents during the period of advertising for bids for the purpose of revising prevailing wage scales or clarifying or correcting the Special Provisions, Plans, or Bid Proposal; provided that any such addenda do not change the original scope and intent of the project.

Purchasers of bid packages will be furnished copies of such addenda, either by certified mail, express mail, or personal delivery, during the period of advertising. The addenda will be sent to the address the purchaser provides at the time the purchase was made. This address must be a street address, not a P.O. Box number.

Each bidder shall acknowledge the receipt of addenda on the form provided for this purpose in the Bid Proposal.

C. PREPARATION OF BID PROPOSAL

1. Examination of Site, Scope and Specifications

Prior to submitting a bid, all bidders shall carefully examine the scope and project site, carefully read the specifications, and satisfy themselves that they have the abilities and resources to complete the proposed work. All bidders agree that if they are awarded the contract, no claim will be made against the Agency based on ignorance or misunderstanding of the contract provisions, the nature and amount of work to be done, and the physical conditions of the job site.

2. Bid Proposal Form Instructions

Bid Proposals shall be submitted to the City Clerk on the forms furnished in the bid package. They shall be completely made out in the manner indicated, typed or using black ink, and must be signed by the bidder. Proposals presented otherwise may not be considered.

Unless otherwise provided for, in the Special Provisions, bids are required for the entire work and the amount of the bid for comparison purposes will be the total of all items.

In the case of unit price bid items, the bidder shall set forth in the Schedule of Prices, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. The amount set forth under the "Total" column shall be the product of the unit price bid and the estimated quantity for the item.

For lump sum bid items, only an amount in the "Total" column is required.

No mention shall be made of Sales Tax or Use Tax as all bid prices submitted will be considered as including such tax.

3. Altering Proposal

The wording of the Bid Proposal forms shall not be changed. Any additions, condition limitations or provisions inserted by the bidder will render the proposal irregular and may cause its rejection.

Erasures or interlineations in the Bid Proposal forms must be explained or noted over the signature of the bidder.

4. Listing of SubCONTRACTORS

SubCONTRACTORS must be listed by the bidder as indicated on the forms included in the Bid Proposal in accordance with the provisions of Chapter 4 of the California Public Contract Code. This Chapter is known as the "Subletting and Subcontracting Fair Practices Act" and some of its requirements are summarized in Subsection 2-3 of the "Green Book" Standard Specifications for Public Works Construction 2006 Edition (Standard Specifications). Listed subCONTRACTORS must be properly licensed by the

State of California for the type of work they are to perform. Alternate subCONTRACTORS shall not be listed for the same work.

5. Proposal Guaranty

Each Bid Proposal must be accompanied either by cash, a certified or cashier's check, or a surety bond (bid bond) payable to the City of Lomita in an amount equivalent to at least 10 percent of the total aggregate bid price, to guarantee that the bidder will enter into and execute the contract if it is awarded to him or her. A bid bond shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. Bid bonds may be prepared on the surety's standard form.

Should any bidder to whom an award is made fail to properly enter into and execute the awarded contract, the cash, check or bid bond submitted with the Bid Proposal shall be forfeited to, and become the property of, the Agency; whereupon the Agency shall have the right to collect the amount thereof by any appropriate means.

Cash or checks used for proposal guaranties will be returned to the bidder except as otherwise provided. Bid bonds will be returned only if requested by the bidders. However, proposal guaranties of the second and third low bidders will not be returned until the contract is executed by the low bidder.

D. SUBMITTAL OF BID PROPOSAL

1. General

Each Bid Proposal, together with the required proposal guaranty, shall be filed prior to the time and at the place designated in the Notice Inviting Bids. The bid shall be in a sealed envelope. The words "**Sealed Bid - CITY OF LOMITA ENERGY EFFICIENT HVAC PROJECT - Do Not Open With Regular Mail**" shall appear on the envelope. The name and address of the bidder shall be included on the envelope. If mailed or sent by a commercial delivery service, the bid should be sent to: **City Clerk, City Hall, 24300 Narbonne Ave, Lomita California 90717**. If the proposal is sent by mail or a commercial delivery service and delivered to a location other than the above address, the Agency assumes no responsibility for ensuring that the proposal will reach the City Clerk's Office prior to the time of bid opening.

2. Withdrawal of Bid Proposal

Bid Proposals may be withdrawn by the bidder, provided the request for withdrawal is made in writing to the Principal Planner or her designee, is signed by the bidder or its authorized representative, and is filed prior to the opening of bids for the project. The withdrawal of a Bid Proposal does not prejudice the right of the bidder to file a new bid.

E. DISQUALIFICATIONS OF BIDDERS AND BID PROPOSALS

More than one Bid Proposal for the same project from any individual, firm, partnership, corporation or association under the same or different names will not be accepted. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested. Apparent collusion among the bidders will likewise be sufficient cause for rejecting any or all bids, and the participants in such collusion may be barred from future bidding.

Bid Proposals in which the prices are obviously unbalanced, which are incomplete or show any alteration of form or irregularities of any kind, or contain any additions or conditional or alternate bids that are not called for, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. Bid Proposals in which a bid item is left totally blank may be considered as being non-responsive and may be rejected. A proposal in which the proposal guarantee is missing or in which a proposal guarantee surety bond is not signed by both the bidder and the surety may be rejected.

F. AWARD AND EXECUTION OF CONTRACT

Subsection 2-1 of the Standard Specifications is supplemented by the following:

1. Comparison of Bids

After the Bid Proposals have been opened and the total bid amounts read, the Schedule of Prices will be checked and compared, and the results will be made public.

In case of a discrepancy between the unit price and the total set forth for the item, the unit price shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, then the amount set forth in the "Total" column for the item shall prevail. In this case, the amount set forth in the "Total" column will be divided by the quantity for the item and the price thus obtained shall be the unit price.

2. Release from Bid due to Mistake

Pursuant to Chapter 5 of the Public Contract Code, a bidder may be relieved of his bid by the Agency if:

- a. A mistake was made
- b. The bidder gives the Agency written notice of the mistake within 5 business days after the bid opening, specifying in detail how the mistake occurred.
- c. The mistake made the bid materially different than the bidder intended it to be.
- d. The mistake was made in filling out the bid and not due to error in judgment, or to carelessness in inspecting the project site, or in reading the plans and specifications.

A bidder who claims a mistake shall be prohibited from participating in further bidding on the project on which the mistake was claimed.

3. Award of Contract

The award of contract, if it is awarded, will be made to the lowest responsible and qualified bidder whose Bid Proposal is not rejected for cause by the Agency. However, until an award is made, the right will be reserved to reject any or all bids, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the Agency. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom it is proposed to make such award.

4. Delay of Award

Each bidder's attention is directed to the possibility that the award of the project may be delayed for various reasons. The Agency reserves the right to delay the award of the project for 60 calendar days. After 60 calendar days, the low bidder may at any time request release from its bid without penalty.

5. Execution of the Contract

After this project is awarded, the awardee will receive the following documents by mail or by hand delivery:

- a) The Worker's Compensation Insurance certification
- b) The Agreement
- c) The Bond for Faithful Performance in an amount equal to one hundred percent (100%) of the contract amount.
- d) The Payment Bond for Labor and Materials (This Bond is not required for contracts of \$25,000 or less) in an amount equal to one hundred percent (100%), of the contract amount.

The awardee will also receive detailed instructions for executing the contract and returning it to the Agency.

The Agreement shall be signed by the awardee and returned to the Agency, together with the contract bonds and other contract documents, within 10 business days after it has been received by the awardee or its authorized agent.

No proposal shall be considered as being binding upon the Agency until the contract is fully executed, and failure of the awardee to properly execute the awarded contract and file acceptable bonds as provided in the Standard Specifications and herein, within the time limit specified above, shall be sufficient cause for the annulment of the award by the Agency and the forfeiture of the proposal guaranty.

6. Escrow Agreement for Security Deposits in Lieu of Retention

Pursuant to sections 22063 and 22300 of the California Public Contract Code, the CONTRACTOR may substitute securities in lieu of any moneys withheld by the City. The form of the Escrow Agreement is available for inspection in the office of the City Clerk.

G. BID ITEM DESCRIPTIONS SPECIAL PROVISIONS

The special provisions of the specifications contain Bid Item Descriptions, which delineate the work and construction covered by each item in the proposal form as well as the method of payment.

These descriptions are provided as information to prospective bidders and to eliminate misunderstandings regarding payment for the work and construction involved in each item.

**CITY OF LOMITA ENERGY EFFICIENT HVAC PROJECT
AT
24300 NARBONNE AVE
LOMITA, CALIFORNIA
SPECIAL PROVISIONS
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1. DESCRIPTION OF WORK

The CONTRACTOR shall furnish all materials, labor, equipment, tools, transportation, and services for the described work in the City of Lomita, California, complete in place, and ready for use.

Description: Provide a scope of work for labor, materials, warranty, and the proper disposal of any parts for the elevator modernization project. The scope shall include the following:

- A direct digital control to lock out the Reznor direct fired heater based on time schedule and outside temperature
- Direct digital control to lock out the compressors of the DX cooling unit based upon time schedule and outside air temperature
- Installation of two VFD's; one on the supply fan and one on the return fan
- Any necessary electrical to be run to the new VFD's and DDC's
- Install the necessary static sensors as well as a Honeywell temperature controller for outside reset on the hot deck control
- The new VFD's and DDC's shall be programmed and their operation explained to City of Lomita personnel
- Provide a two year warranty on parts and labor

2. STANDARD SPECIFICATIONS

The work embraced herein shall be done in accordance with the appropriate provisions of the "Standard Specifications for Public Work Construction," 2006 Edition, which specifications are hereinafter referred to as the Standard Specifications in accordance with the following special provisions.

In the use of the Standard Specifications and these Special Provisions, the term "ENGINEER" shall mean the Principal Planner or her specified designee.

Should the bidder believe that a conflict exists between said documents or said documents and the bid form, or should a bidder desire an interpretation of the plans, specifications, or bid form, bidder shall request an interpretation of said documents prior to the filing of the bid. Should the bidder fail to request an interpretation of said documents, then the City will assume that no conflict exists or interpretation is necessary. In such event, the bidder shall be bound by the interpretation given to said plans, specifications, and bid form by the ENGINEER and that the bidder is willing to perform the required work at the price bid.

In the event of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

3. CONTRACT DOCUMENTS TO BE SIGNED

Documents, which shall be signed and returned to the City prior to commencing any contract work, are as follows:

Contract Agreement
Bond for Material and Labor
Bond for Faithful Performance
Certificate of Public Liability and Property Damage Insurance
Workers' Compensation Insurance Certificate

4. COMMENCEMENT, PROSECUTION, COMPLETION AND PAYMENT

The CONTRACTOR will be required to commence work under this contract within ten (10) days after the date of the contract and to prosecute said work diligently, and complete all work contemplated by these specifications within **thirty (30) calendar days** from the date of said contract unless legal extension is granted in accordance with the terms set forth in the Standard Specifications.

The City of Lomita has designated Memorial Day (May 30) Independence day (July 4), Labor Day (September 5), Columbus Day (October 10), Veterans Day (November 11), Thanksgiving (November 24-25) and Christmas Eve and Christmas Day (December 24 & 25) as holidays.

Construction inspection, as required by this contract, on Saturday, Sunday or holidays will be provided by the City at the CONTRACTOR's expense. The hourly rate for such service shall be \$125 per hour with a four (4) hour minimum requirement.

Prior to the start of construction, the CONTRACTOR shall possess a valid business license from the City of Lomita.

Subsection 9-2, "Lump Sum Work" and 9-3, "Payment" of the Standard Specifications are hereby modified as follows:

Breakdown of Contract Prices: The CONTRACTOR shall, within ten (10) working days of receipt of a request from the City, submit a complete breakdown of lump sum bid prices showing the value assigned to each part of the work, including an allowance for profit and overhead. In submitting the breakdown, the CONTRACTOR certifies that it is not unbalanced and that the value assigned to each part of the work represents its estimate of the actual cost, including profit and overhead, of performing that part of the work. No extra costs shall be allowed for providing these breakdowns.

Additional Work. Payment for additional work and all expenditures in excess of the bid amount must be authorized in writing by the PRINCIPAL PLANNER. Such authorization shall be obtained by the CONTRACTOR prior to engaging in additional work. It shall be the CONTRACTOR's sole responsibility to obtain written approval from the PRINCIPAL

PLANNER for any change(s) in material or in the work proposed by suppliers or subCONTRACTORS. No payment shall be made to the CONTRACTOR for additional work that has not been approved in writing, and the CONTRACTOR hereby agrees that it shall have no right to additional compensation for any work not so authorized.

Claims. The CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the City, or the happening of any event, thing or occurrence, unless he shall have given the City due written notice of potential claim as hereinafter specified.

The written notice of potential claim shall set forth the reasons for which the CONTRACTOR believes additional compensation will or may be due, the nature of the costs involved and, insofar as possible, the amount of the potential claim. Said notice shall be submitted on a form approved by the City at least forty-eight (48) hours (two working days) in advance of performing said work, unless the work is of an emergency nature, in which case the CONTRACTOR shall notify and obtain approval from the Principal Planner or her designee prior to commencing the work.

5. LIQUIDATED DAMAGES

The amount of damages to be paid by the CONTRACTOR to the City for failure to complete the project within the time allowed above, as liquidated damages, as stipulated in Section 6-9 LIQUIDATED DAMAGES of the Standard Specifications, which is currently **Two hundred fifty dollars (\$250) for each consecutive calendar day.**

6. CONTRACTOR'S LIABILITY INSURANCE

The minimum coverage limits as stipulated in Section 7-3 LIABILITY INSURANCE of the Standard Specifications are hereby revised as follows:

Bodily Injury	\$1,000,000	each person
	\$2,000,000	each occurrence
	\$2,000,000	aggregate products and completed operations
Property Damage	\$2,000,000	each occurrence
	\$2,000,000	aggregate

The CONTRACTOR shall furnish the City with a policy or certificate of insurance as stated in the attached Contract Agreement. The policy or certificate of liability insurance shall name the City of Lomita as the insured or named as additional insured with the CONTRACTOR.

7. UTILITIES

When applicable, provisions will be made with the known utility companies for removal and/or relocation of their facilities. Furthermore, the CONTRACTOR will not be assessed liquidated damages for delay in completion of the project if such delay is caused by failing of

the awarding agency or owner of the utility to provide for removal or relocation of the existing utility facilities, when applicable.

The records used for plotting the existing utility facilities as well as the actual plotting may be inaccurate or incomplete and the awarding agency makes no warranties or guaranties, express or implied, as to the accuracy either of such information, or the actual plotting of the utility location on the said maps. The CONTRACTOR shall be responsible in all cases for calling upon Underground Service Alert (USA) at (800) 227-2600 to have existing utilities marked in the field and, if necessary, for searching all utility records and determining to his own satisfaction the true location and depth of all utility facilities.

The CONTRACTOR shall protect all utilities and other improvements that may be impaired or damaged during construction operations. It shall be the CONTRACTOR's responsibility to ascertain the actual location of all existing utilities including service laterals, and other improvements indicated on the drawings that will be encountered in the construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines, which are encountered during construction, to provide for uninterrupted service and to provide such special protection as may be directed by the Parks and Recreation Director.

The CONTRACTOR shall notify all utility agencies and owners of all facilities within the area of construction a minimum of five (5) workdays in advance of performing any work within said area.

The CONTRACTOR shall also notify the following 48 hours prior to the start of construction:

Underground Service Alert
Telephone: (800) 422-4220 or (800) 227-2600

Los Angeles County Sheriff-Lomita
Telephone: (310) 539-1661

Los Angeles County Fire Department- Lomita
Telephone: (310) 326-2461

8. BID ITEM DESCRIPTIONS

All work and materials included in the following descriptions shall comply with the conditions, provisions and requirements as set forth in the appropriate sections of the Standard Specifications, and with any modifications of said specifications stated herein.

8-1. MOBILIZATION

MOBILIZATION shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials and

incidentals to the project site necessary for all work and for all other operations, which must be performed. The MOBILIZATION shall include the costs for obtaining bonds, insurance and financing prior to beginning work on the various contract items of the project. The costs of MOBILIZATION shall be included in the bid.

CONTRACTOR is responsible for securing an adequate storage site for equipment and materials.

At all times, CONTRACTOR shall have at the work site a competent English-speaking superintendent capable, as his agent, of reading and thoroughly understanding the plans and specifications and other related documents.

PAYMENT

Full compensation for conforming to the requirements of “MOBILIZATION” shall be included in the bid and shall include furnishing all labor, materials, equipment, rental of necessary storage sites for storage of equipment, obtaining all agency permits and City business licenses as required and complying with the requirements specified in those permits, and incidentals necessary to perform the items of work. Progress payments to the CONTRACTOR for the MOBILIZATION shall be paid in accordance with the completion percentage of the project and as provided for in Subsection 9-3.2 “Partial and Final Payment” of these Special Provisions, and shall include the cost of such MOBILIZATION, administration and de-mobilization for the entire contract period. No additional compensation will be allowed.

8-2. DEMOLITION AND DISPOSAL

Proper waste disposal of any equipment is required.

PAYMENT

Payment for this work shall be paid at the Contract lump sum price.

Payment shall conform to the provisions in Subsection 303-5.9, “Measurement and Payment,” of the Standard Specifications.

9. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

It is the policy of the City of Lomita to utilize Disadvantaged Business Enterprise (DBE) and firms as defined in 49 CFR Part 23 in all aspects of contracting to the maximum extent feasible. The policy, which is full described with the program description of Disadvantaged Business Enterprise Program, constitutes policy and commitment to substantially increase DBE Utilization in all program activities funded wholly or in part by any U.S. Department of Transportation model element. A copy of the above mentioned description is available for

review by the bidders on this project in the City Clerk's office, the address as noted in the Instruction to Bidders, a part hereof.

This Agency, its CONTRACTORS and subCONTRACTORS, which are the recipients of Federal-aid funds, agree to ensure the DBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, this Agency and all of its CONTRACTORS and subCONTRACTORS will take all reasonable steps in accordance with 49 CFR Part 23 to ensure that DBE firms have the maximum opportunity to compete for and perform contracts.

10. PREVAILING WAGE RATE

This project requires payment of State prevailing rates of wages for Los Angeles County. Copies of these rates of wages are available from the State of California Department of Industrial Relations Prevailing Wage Unit, telephone No. (415) 703-4774 or on their website at www.dir.ca.gov. Certified Payroll documents WILL BE REQUIRED.

11. AIR AND WATER POLLUTION CONTROL

The CONTRACTOR shall adhere strictly to the requirements of Subsection 7-8.1, "Cleanup and Dust Control," 7-8.2, "Air Pollution Control" and 7-8.6, "Water Pollution Control." The CONTRACTOR shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system, and shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al, does not contaminate areas subject to runoff. The CONTRACTOR and its Surety shall fully indemnify the City for any pollution damage and/or cleaning costs.

12. SUBCONTRACTS

As stated in Subsection 2-3, "Subcontracts," of the Standard Specifications, "The CONTRACTOR shall give personal attention to the fulfillment of the Contract and shall keep the work under its control."

For the benefit of this Contract to comply with the above, the CONTRACTOR shall provide a foreman or representative familiar with the plans, specifications, and project requirements. Said foreman shall be in attendance each day that constructive work is being performed. The requirements and conditions of Subsection 7-6, "The CONTRACTOR's Representative," shall be adhered to.