CITY OF CORNING

NOTICE TO CONTRACTORS

Proposals will be received at the office of the City Clerk of the City of Corning, 794 Third Street, Corning, California 96021 until 5pm on November 28, 2017. At that time, all proposals will be publicly accepted, examined and declared for construction of:

CITY OF CORNING
"BIG" CITY POOL RESURFACING PROJECT
PROJECT NO. 2017-12

The work consists; in general of resurfacing the big pool. The pool is approximately 80' x 38' and holds approximately 100,000 gallons of water. The shallow end is 3' and the deep end is 8.5'. The pool is gated and locked; contact Steve Lindeman at 530/624-9296 to gain entrance for contractor walk-through. Work shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in stripping pool, removing and disposing of debris, installing new tile and pool accessories, plastering, and one-time chemical and equipment startup as specified in the Contract, Proposal documents and Technical Specifications, and as directed by the City; and all related work.

No proposal will be accepted unless it is made on a Proposal form furnished by the City of Corning. Each Proposal must be accompanied by cash, certified or cashier's check, or bidder's bond payable to the City of Corning for an amount equal to ten percent (10%) of the amount bid, such guaranty to be forfeited should the bidder to whom the Contract is awarded fail to execute the contract Documents.

In accordance with the provisions of Section 1770, and following, of the Labor Code of the State of California, the City of Corning has ascertained that the general prevailing rate of wages applicable to the locality in which the work is to be done will be listed in the "General Prevailing Wage Rates as determined by the Director of Industrial Relations," which is on file at City Hall and available from the California Department of Industrial Relations Internet website at www.dir.ca.gov.

It is mandatory that the Contractor to whom the contract is awarded and any subcontractor under him pay not less than said specified rates to all persons employed by them or either of them in the execution of the contract. The successful bidder shall post a copy of such determination at the job site.

No proposal will be accepted from a Contractor who is not currently licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code. Subcontractors shall also be licensed as required by said code. The work to be done will require a Class "C53" Swimming Pool Contractor License.

A contractor and/or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

Contract documents, including project Specifications, are available at Corning City Hall, 794 Third Street, Corning, CA (or at www.corning.org) at the Shasta Builder's Exchange, 2990 Innsbruck Drive, Redding, California and at the Valley Contractor's Exchange, 951 E. 8th Street, Chico, California, at the Construction Bidboard (Ebidboard) at www.ebidboard.com, at the Dodge Data & Analytics at Dodge.Docs@construction.com, at the Placer Building Exchange at Planroom@placerbx.com and at the Nevada County Contractors Association at ncrecep@pacbell.net.

Only one Contract will be awarded. The Contract, if awarded, will be awarded to the lowest responsible bidder as determined by the City. The lowest bid shall be the lowest total of the bid prices on the base bid

NOTICE TO CONTRACTORS (Cont'd.)

and those additive items that are specifically identified in the bid solicitation. The City of Corning reserves the right to waive irregularities, accept or reject any and all bids, and make that award which is in the best interest of the City. If two or more bids are the same and the lowest, contract award will be the sole discretion of the City.

Bidders are hereby notified that in accordance with the provisions of Government Code Section 4590, securities may be substituted for any monies which the City may withhold pursuant to the terms of the Contract to insure performance.

Lisa M. Linnet, City Clerk
City of Corning

Project Release Date: October 25, 2017

CITY OF CORNING
"BIG" CITY POOL RESURFACING PROJECT
PROJECT 2017-12
TECHNICAL SPECIFICATIONS

The big pool is approximately 80' x 38' and approximately holds 100,000 gallons of water. The shallow end is 3' and the deep end is 8.5'. The pool is gated and locked; contact Steve Lindeman at 530/624-9296 to gain entrance for contractor walk-through.

1. **Preparing the Pool:**
   Contractor to procure all necessary permits from Tehama County Environmental Health, Tehama Air Pollution Control District, and the City of Corning Building Department (no fee for the City permit) prior to commencing work.

   Cover all drains and inlets to prevent any debris from entering pool piping during construction.

2. **Plaster:**
   Sandblast and thoroughly clean out the pool interior prior to applying new interior finish.

   Apply a bond coat and plaster pool with one coat of conventional white plaster. Finish plaster to smooth and uniform finish. Plaster shall be conventional white plaster or approved equal. Plaster finish shall include a 3-year warranty. Contractor shall furnish warranty paperwork upon completion of project.

   Remove and replace the mastic expansion joint between the coping and the pool decks.

   All wastewater shall be neutralized and disposed of in accordance with local and state codes

3. **Finishing:**
   Fill pool immediately upon troweling the plaster finish onto the pool. The fill shall be a continuous, non-stop process until the water level reaches the waterline tiles.

   Contractor shall perform a one-time equipment startup and chemical balancing of the water (calcium hardness, pH, alkalinity) and sanitizing the pool water (chlorine) to the proper levels at project completion.

   The City of Corning will be responsible for brushing/maintaining new finish as necessary to facilitate smooth blemish-free finish, for a minimum of one (1) week or until all "dust" is removed.

   Remove all containers and other debris from the site.

   Pool shall remain closed until final inspection and written approval is received from Tehama County Environmental Health.

4. **Anti-Entrapment Drain Cover/Baskets:**
   Remove and replace pool anti-entrapment drain cover and provide certification
   Remove and replace overfill/debris baskets along the tile line as needed

5. **Measurement and payment:**
   Pool resurfacing shall be measured per lump sum. The per lump sum contract price paid for resurfacing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in stripping pool, removing and disposing of debris, installing new tile and pool accessories, plastering, and one-time chemical and equipment startup as specified in the Contract, Proposal documents and these Technical Specifications, and as directed by the City.

CITY OF CORNING
DEPARTMENT OF PUBLIC WORKS
CORNING, CALIFORNIA

"BIG" CITY POOL RESURFACING PROJECT
2017-12

DATE: _____

The undersigned _____
(Name of Company)

Work required under this solicitation includes supplying all material and labor for the resurfacing of the "Big" City Pool, including preparing the existing pool surface, removing and replacing the tile, and plastering the pool. A Building Permit and proof compliance with the Tehama County Air Pollution Control District (for sandblasting operation) shall be obtained by the Contractor prior to the start of work.

Bidder agrees to perform all the work described in the Contract Documents with a project completion date prior to **April 1, 2018** for the following prices to wit:

PROPOSAL AMOUNT: $_____

The price quoted herein is firm and is not subject to change.

The City of Corning reserves the right to reject any and all proposals submitted or to waive any irregularity. In the event of identical proposals, the City of Corning will be the sole judge of the Company to receive the proposal.

Proposals will be accepted at 794 Third Street, Corning, CA 96021 until **5:00 p.m. on November 28, 2017.**

_____ _____
Signature of Company Representative Date

_____ _____
Printed Name of Representative Company Name

_____ _____
California State Contractors
License Number Address _____

DIR #: _____ _____
Phone

A contractor and/or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

Contract for City Services

THIS AGREEMENT, made and entered into on the below written, by and between The City of Corning, hereinafter called the **OWNER**, and _____, hereinafter called the **CONTRACTOR.**

WITNESSETH, that, for the considerations hereinafter mentioned, the Owner and Contractor agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor, materials, tools and equipment and to perform all work required to construct and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents, those certain improvements entitled:

CITY OF CORNING
2017-12 City Pool Resurfacing

These Special Provisions, the Bid Proposal, General Conditions, and the Plans and Specifications attached hereto and incorporated herein by express reference are a material part of this contract and are expressly incorporated herein as though fully set forth in this paragraph. These documents are collectively marked **EXHIBIT "A".**

ARTICLE II. The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein at the following prices, and the Contractor agrees to receive and accept said payment as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, and for all loss or damage arising out of the nature of the aforesaid work or from the action of the elements and from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by Owner, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, and for well and faithfully completing the work and the whole thereof in the manner and according to the Contract Documents and the requirements of the Engineer under them to wit: As shown on the Proposal attached hereto and incorporated herein.

ARTICLE III. The Contractor and Public Works Director shall produce a schedule for the project start date after the date of execution of the Contract. He/She shall diligently prosecute the same to completion prior to April 1, 2018 as shown on the Proposal attached hereto and incorporated herein.

ARTICLE IV. Licensing, Insurance & Labor Code Requirements

- Contractor agrees to secure and maintain a general liability insurance policy in a sum not less than $1,000,000.00 during the term of the Contract Agreement and any extension thereto, and shall name the City of Corning as an additional insured under the general liability insurance policy. Contractor shall also secure and maintain, during the term of the Contract Agreement, Automobile Liability Insurance at limits competitive in the construction industry of like kind, which shall be applicable and cover those vehicles operating on the project, and any transfer obligation to/from the project, as well as Workers Compensation Insurance where applicable and/or required under California law.
- Contractor shall purchase and maintain a City of Corning Business License and any other applicable license issued by the State of California required for such work.
- A contractor and/or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter,

unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

- ❖ In accordance with the provisions of Section 1770, and following, of the Labor Code of the State of California, the City of Corning has ascertained that the general prevailing rate of wages applicable to the locality in which the work is to be done will be listed in the "General Prevailing Wage Rates as determined by the Director of Industrial Relations," which is on file at City Hall and available from the California Department of Industrial Relations Internet website at www.dir.ca.gov.
- ❖ It is mandatory that the Contractor to whom the contract is awarded and any subcontractor under him pay not less than said specified rates to all persons employed by them or either of them in the execution of the contract. The successful bidder shall post a copy of such determination at the job site and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE V. Indemnity, Defense, and Hold Harmless. Contractor agrees to indemnify, defend, and hold the City of Corning harmless from any and all losses, liability, damages, injury (to person or property), fines, fees, penalties, and/or other damages that arises, in any way, under the terms of the Contract Agreement and/or any alleged and/or actual negligent act, intentional act, or other circumstance caused by or performed by Contractor, its agents, subcontractors, and/or employees. The obligations of this provision do not apply to injury, loss, damage, or other harm that arises from the sole and absolute negligence and/or intentional act of the City of Corning, its agents and/or employees.

ARTICLE VI. Termination of Contract. Should contractor fail to perform satisfactorily during this agreement, City reserves to itself the right to cancel any remaining portion of said contract upon thirty days written notice to Contractor, by notice in writing provided to Contractor at his usual place of business. Should Contractor breach any of the terms and conditions of this contract, or violate any laws, the City reserves unto itself the right to direct Contractor to immediately cease performance and then terminate this contract thereafter, upon thirty days written notice, and pay contractor such amounts as he may then be entitled to on a pro-rata basis (pro-rated according to amount of work satisfactorily completed)..

ARTICLE VII. Integration and Modification. The Contract Agreement, its exhibits and attachments are the operative contract of the parties; there being no other written or oral agreements. Any modifications to this Agreement must be in writing and signed by all parties.

ARTICLE VIII. Savings Clause. Should any one part of this Agreement be deemed illegal or invalid, all other provisions shall remain valid and enforceable so long as the Agreement's purpose is not materially altered.

ARTICLE IX. Ability to Contract. Contractor represents and warrants that it has taken all necessary actions to bind the corporation as set forth in the Contract Agreement and any addendum thereto.

ARTICLE X. If during the performance of Contactor's work Contractor, its agents, or employees discover a dangerous condition that presents a possible danger to the general public, or is otherwise reasonably perceived by Contractor as a danger to the public, Contractor shall immediately notify Public Works of the condition and if necessary shall post a warning at the area presenting such condition to warn the general public of the same and thereafter safely and timely resolve the condition or until such time as the Public Works Department can assess or otherwise address the condition.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands on the date below written.

CITY OF CORNING:

Kristina Miller,
City Manager

Date

Approved as to form:

City Attorney
City of Corning

Date

CONTRACTOR:

By (signature)

By and Title (printed)

Date

E-Mail Address

Company Name

Address

Telephone Number

Approved by Jody 8/8/2017

CITY OF CORNING
STATE OF CALIFORNIA
BOND OF FAITHFUL PERFORMANCE

Project No. 2017-12; City Pool Resurfacing

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____, the Contractor in the contract hereto annexed, as principal, and _____, as surety, are held and firmly bound unto the City of Corning in the sum of _____ ($_____) lawful money of the United Stated, for which payments, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated _____.

The condition of the above obligation is that if said principal, as Contractor in the contract hereto annexed, shall faithfully perform each and all of the conditions of said contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the City, necessary to perform and complete, and to perform and complete in a good workmanlike manner, the work of **Project No. 2017-12; City Pool Resurfacing** in strict conformity with the terms and conditions set forth in the contract hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and that said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the Court and to be taxed as costs and to be included in the judgment therein rendered.

_____
Contractor

_____
Surety

Approved as to form:

_____
City Attorney
City of Corning

PAYMENT BOND
CITY OF CORNING, STATE OF CALIFORNIA
(Section 3247, Civil Code)

Project No. 2017-12; City Pool Resurfacing

WHEREAS, the City of Corning, Department of Public Works, hereafter referred to as "Obligee," has awarded to Contractor, _____, hereinafter referred to as "Principal," a contract for the work described as follows: **Project No. 2017-12; City Pool Resurfacing.**

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____($_____) for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH

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

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

Dated: _____

_____

By: _____
Principal

_____

By: _____
Attorney-in-Fact