

CITY OF CITRUS HEIGHTS
REQUEST FOR PROPOSALS
FOR

SOUND WALL BEAUTIFICATION PROJECT
(Cleaning and Repainting, non-structural improvements)

CITY COUNCIL

Bret Daniels (Mayor), Jayna Karpinski-Costa (Vice Mayor), MariJane Lopez-Taff,
Porsche Middleton, and Tim Schaefer

6360 Fountain Square Drive
Citrus Heights, CA 95621-5634

Project Manager:
Regina Cave, General Services Director
General Services Department

Proposal Due: 2:00 p.m.
Tuesday, January 30, 2024
City Clerk's Office, City Hall



Regina Cave, General Services Director

Date: 1/12/2024

CITY OF CITRUS HEIGHTS

NOTICE TO PROPOSERS

PROPOSALS will be received at the office of the City Clerk, City Hall, 6360 Fountain Square Drive, Citrus Heights, California, until the hour of **2:00 p.m.** on **TUESDAY, JANUARY 30, 2024** for the **SOUND WALL BEAUTIFICATION CLEANING AND PAINTING contract**, City of Citrus Heights, California.

Qualified contractors submitting bid proposals (and for the duration of the contract) shall possess a **valid State of California C-33 (Painting and Decorating)**. All licenses must be in good standing without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

The work to be performed generally consists of public-facing sound wall power washing, repainting and application of anti-graffiti coating, and all other works as described in the request for proposals document.

Proposals are required for the entire work described herein and must include completed proposal forms and supplemental information. An electronic copy of the Proposal Documents, Draft Contract Agreement and other project documents is available on the City's website at no cost.

It is the proposer's responsibility to check the City's website for any updated information at least 24 hours prior to the scheduled bid opening.

An OPTIONAL pre-proposal conference is scheduled to be held **MONDAY, JANUARY 22, 2024, at 11:00 AM at the City of Citrus Heights City Hall, located at 6360 Fountain Square Drive.**


In accordance with the provisions of Section 1770 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages applicable to the work to be done in accordance with the standards set forth in Section 1773 and which is filed in the office of the City Clerk. Contractor is responsible for confirming applicable minimum wage rates for this project are set forth in Special Provisions. Attention is directed to the City's insurance requirements, referenced in the RFP documents.

The City of Citrus Heights, in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252), and the regulations of the Department of Commerce (15 C.F.R., Part 8) issued pursuant to such Act, hereby notifies all proposers that it will affirmatively insure that the contract entered into will be awarded to the lowest, responsive responsible proposer without discrimination on the ground of race, sex, color or national origin.

Each proposer, and any subcontractor listed in a bid proposal pursuant to Public Contract Code Section 4104, must be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a).

The City of Citrus Heights reserves the right to reject any or all proposals or portions thereof, to accept a proposal or portion thereof and to waive any minor informality or irregularity.

Proposal protests must be submitted in writing to the attention of the City Clerk before 4:00 pm of the 7th calendar day following the proposal opening.



Amy Van, City Clerk

Date: January 12, 2024

REQUEST FOR PROPOSALS FOR SOUND WALL CLEANING AND REPAINTING

I. INTRODUCTION

The City of Citrus Heights (City) is soliciting proposals from qualified contractors with relevant experience and expertise to provide professional power washing and where applicable, repainting and/or application of anti-graffiti protectant along certain sound walls within the Citrus Heights City limits.

II. THE CITY

The City incorporated as a General Law City with a Council/Manager form of government in January 1997. It is located approximately 10 miles east of downtown Sacramento on Interstate 80 between Sacramento and Roseville, California. The City has a population of almost 90,000 residing in a 14 square mile area in a mature, urbanized area estimated to be approximately 97% built out.

The City currently employs over 190 full-time employees providing services in the areas of community development, general services, general administration, economic development, finance and police services. Citrus Heights is not a full-service City. Various special districts within Citrus Heights provide such services as water, fire, schools, and parks & recreation. The City Council priorities include maintaining and enhancing fiscal stability, maintaining public infrastructure and enhancing alternative modes of transportation, diversifying for a resilient economy, sustaining and preserving public safety, and enhancing community vibrancy and engagement.

III. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals from experienced contractors that can perform all the services associated with masonry/concrete sound wall power washing, and where specifically noted, repainting and/or application of anti-graffiti protective coating in a thorough, professional and cost effective manner.

IV. BACKGROUND

In an effort to improve the overall aesthetics of the City's main thoroughfares and help combat blight associated with graffiti, the City has identified various sound wall locations in need of refreshing. Many of the walls are not owned by the City, however, they are public facing and as such the City has historically abated graffiti on these walls. No structural improvements or repairs are required through this contract; this work is solely for the purposes of cleaning and repainting. Any walls with damages preventing this work (power washing/painting) from occurring will be addressed separately from this contract.

Proposers may attend an **optional pre-bid meeting** that has been scheduled for Monday, January 22, 2024, at 11:00 am at Citrus Heights City Hall, 6360 Fountain Square Drive, Citrus Heights. Additionally, any questions related to this RFP shall be submitted in writing to the Project Manager at chmaintenance@citrusheights.net by no later than 4:00pm pm Wednesday, January 24, 2024. An addendum with answers to all questions received will be posted on the city's website at www.citrusheights.net on the respective RFP/Bids page by no later than Thursday, January 25, 2024.

V. PROCURMENT PROESS TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change. If the General Services Department finds it necessary to change any of these dates or times prior to the proposal due date, the change will be accomplished by addendum.

Date	Activity
January 15, 2024	Issue Request for Proposal
January 22, 2024	Optional Pre-Bid Meeting
January 24, 2024	Deadline for Submittal of Questions
January 25, 2024	City's Response to Questions
January 30, 2024	Proposals Due to the City by 2:00 PM
February 8, 2024	Award of Contract

VI. SCOPE OF WORK / SPECIFICATIONS

Work shall consist of power washing various sound walls and where noted on the bid schedule, **applying 2 coats of contractor-grade paint**. Colors will be neutral and shall be selected upon notice to proceed (no more than 3 colors). Additionally as noted in the bid schedule, various wall locations shall be treated with anti-graffiti coating.

All proposals shall include:

- labor
- materials
- traffic control, where necessary
- clearing and removal (haul away) of all debris resulting in the cleaning of the walls as part of preparation
- Any/all necessary stormwater protective measures required for the power washing of the walls (see Sac County EMD for regional BMP guide).

Bids shall assume:

- All employees will be paid at applicable Prevailing Wage for the Sacramento region and wages in effect at time of work.
- Contractor shall provide power and water to support work included in contract.
- Contractor shall provide traffic control plans and obtain necessary encroachment permits (no cost) to complete work.
- The City shall address any landscape overgrowth which limits or prevents access to the surfaces to be addressed.
- All work shall be completed during normal working hours, consistent with the City's normal operations.

For wall locations with vegetation (climbing ivy), contractor shall power wash to the best ability leaving vegetation intact. For walls with not vegetation coverage (no ivy) but with landscape adjacent, contractor to protect landscape from spillage and overspray of paint and graffiti coating. Contractor shall ensure no overspray to private properties or vehicles. Proposers may visit each site to confirm existing conditions; photos of each location are included in this RFP document.

Surfaces to be addressed shall include sound walls of various concrete, masonry, stucco and/or block walls of various styles and conditions. All pillars, joints, posts and poles securing walls identified in this RFP shall be treated accordingly (wash, paint, graffiti coating). At completion of project, contractor shall provide 10 gallons of paint per color selected (not to exceed a total of 30 gallons) to support future maintenance and graffiti abatement efforts. This cost shall be incorporated into contractor proposal.

Warranty of work – all work shall be under warranty for two (2) years against blistering and peeling.

VII. INSTRUCTIONS

Any contract resulting from this RFP will be awarded to the contractor whose proposal is deemed by the City to be most qualified, responsive and responsible. The City reserves the right to meet or communicate with any proposer to clarify responsiveness. Each proposer shall submit one (1) signed proposal in a sealed envelope clearly marked as “Proposal for Sound Wall Beautification”. Bids shall be submitted using the bid form below. Responsive bids shall include proposals for each line item/wall location and correctly tabulating full bid (locations 1-17, plus supplemental).

All sealed proposals shall include the following:

- Bid Proposal including Bid Schedule (3 pages total).
- Contractors License Form
- Non-Collusion Declaration
- Designation of Subcontractors
- Experience/Qualifications Statement

A sample contract is included in this RFP along with the city’s insurance requirements.

VIII. PAYMENTS, BONDS AND PROJECT SCHEDULE

No bidding or performance bonds will be required for this project. Progress payment requests shall be made no more than once per month, and based on work performed for that respective month. The City shall retain 5% of each progress payment until completion of the total project (all locations). The project team shall determine a reasonable schedule for the project, however, it expected the project shall run between March 2024-July 2024, weather pending. All work shall be paid for according to work performed. The city shall reserve the right to remove any wall locations included in this RFP prior to work commencing at the specific site, and the city shall not be liable for payment to contractor for no work performed.

(SUBMIT THIS PAGE WITH PROPOSAL)

**City of Citrus Heights
Bid Proposal for the
Sound Wall Beautification**

TO: Regina Cave, General Services Director
6360 Fountain Square Drive
City of Citrus Heights
Citrus Heights, California 95621-5634

Name of Bidder: _____

Business Address: _____

City, State, Zip: _____

Telephone (area code): _____

California Contractors Licenses #: _____

The work for which this proposal is submitted is for the services identified within this Request for Proposals (in general, sound wall power washing and painting), including the payment of not less than the minimum wage rates set forth by the Federal and State Wage rates, including prevailing wages applicable to the scope of this project.

Bids are to be submitted for the entire work. You must bid all items/wall locations in order to be considered for award of contract.

Special note: Location 8 – Madison Avenue, Uplands to Mariposa. All proposers shall include this location in its entirety. Damaged wall shall be repaired by City prior to painting of this location under this contract.

For this proposal to be considered complete and responsive, bidder must complete all documents contained in these bid documents and execute the proposal as required. No bidders bond required for this proposal.

The contract shall be awarded to the bidder submitting the lowest responsive and responsible Total Bid, except that the City reserves the right to reject all bids. In case of discrepancy between the written prices and the numerical prices, the written prices shall prevail.

BIDDER: _____

(SUBMIT THIS PAGE WITH PROPOSAL)

SOUNDWALL RFP - BID SCHEDULE

Loc. #	Wall Location/Site	Estimated Quantity	Unit (if contractor estimating based on Square Feet of surface space, use average of 7' high walls)	Proposed Work	Total Cost
1	Antelope Road at Deanton Court (NS)	200	LF	POWER WASH, ANTI- GRAFFITI APPLICATION	
2	Antelope Road - West of Rollingwood (NS)	200	LF	POWER WASH, PAINT, ANTI-GRAFFITI APPLICATION	
3A	Auburn Blvd at Chivalry (SS) east of intersection	350	LF	<i>PRESSURE WASH ONLY</i>	
3B	Auburn Blvd at Chivalry (SS) west of intersection	35	LF	POWER WASH, PAINT, ANTI-GRAFFITI APPLICATION	
4	Auburn Blvd - San Tomas Dr to Cobalt Way (NS)	640	LF	POWER WASH, PAINT, ANTI-GRAFFITI APPLICATION	
5	Fair Oak Blvd - South of Old Auburn to South of Woodchuck Way (WS)	1300	LF	POWER WASH, PAINT, ANTI-GRAFFITI APPLICATION	
6	Fair Oaks Blvd and Treecrest Ave (WS)	500	LF	POWER WASH, PAINT, ANTI-GRAFFITI APPLICATION	
7	Greenback Lane and Indian River (SS)	1200	LF	<i>PRESSURE WASH ONLY</i>	
8	Madison Ave - Uplands Way to Mariposa Ave (NS)	1200	LF	POWER WASH, PAINT, ANTI-GRAFFITI APPLICATION	
9	Madison Ave - West of Dewey to Maidstone (NS)	300	LF	POWER WASH, PAINT, ANTI-GRAFFITI APPLICATION	
10	Oak Ave and Wachtel - Menke to Menke (SS/WS)	2300	LF	POWER WASH, PAINT, ANTI-GRAFFITI APPLICATION	
11	Old Auburn at Linda Vista	250	LF	POWER WASH, PAINT, ANTI-GRAFFITI APPLICATION	
12	Old Auburn Road - Soquel to West of Fair Oaks (SS)	800	LF	POWER WASH, PAINT, ANTI-GRAFFITI APPLICATION	
13	Sunrise Blvd - Arcade Lake Lane to Woodmore Oaks (ES)	2000	LF	POWER WASH, PAINT, ANTI-GRAFFITI APPLICATION	
14	Sunrise Blvd - McLin Way to Sungarden Dr (WS)	100	LF	POWER WASH, PAINT, ANTI-GRAFFITI APPLICATION	

15	Sylvan Road - Woodside Drive (ES)	330	LF	POWER WASH, PAINT, ANTI-GRAFFITI APPLICATION	
16	Tupelo Dr - Stoneridge Way to Blackthorne Way (Cal Trans wall)	1600	LF	<i>PRESSURE WASH ONLY</i>	
17	Van Maren Lane at Bridgemont (WS)	215	LF	POWER WASH, PAINT, ANTI-GRAFFITI APPLICATION	
	Approx. total linear feet of soundwall proposed:	13520		GRAND TOTAL:	

(NS=North side, ES=East side, SS=South side; WS=West side)

Bid Proposal Cont. (submit this page with proposal)

Total Bid Price (in numbers/dollars): _____

Total Bid Price (in words): _____

Bidder's Name: (PRINTED): _____

Bidder's Signature: _____

(SUBMIT THIS PAGE WITH PROPOSAL)

**CITY OF CITRUS HEIGHTS
CONTRACTORS LICENSE FORM**

PROJECT NAME: SOUNDWALL BEAUTIFICATION

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code. A bid submitted to the City by a contractor who is not licensed as set forth above shall be considered non-responsive and shall be rejected by the City, except as provided for herein.

Before awarding the contract for this project, the City must verify that the contractor was properly licensed when the contractor submitted his/her bid on this project. In order for the City to verify the license status of a contractor, the contractor, at the time it submits its bid for the project, shall provide in writing to the City his/her contractor's license number, name on the license, classification, and expiration date of the license.

In all contracts where federal funds are involved, no bid submitted to the City shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the Business and Professions Code, we do hereby, under Penalty of Perjury, certify that the following contractor's license information is true and correct.

Contractor's License No.: _____ **Expiration Date:** _____

Contractor's Classification: _____ **Ca DIR Reg No.** _____

Contractor's Name (Printed)

Bidder's Signature
(same signature as on Bid Proposal)

Date

Bidder's Name (Printed)

City of Citrus Heights
Business License No.: _____

Bidder's Title

(SUBMIT THIS PAGE WITH PROPOSAL)

**CITY OF CITRUS HEIGHTS
NON-COLLUSION DECLARATION**

The undersigned declares:

I am the _____ of _____, 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.

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 _____, 20____, at _____, California.

Bidder's Name (Printed)

Signature of Authorized Individual
(same signature as on Bid Proposal)

Date

Name of Authorized Individual (Printed)

Title of Authorized Individual

(SUBMIT THIS PAGE WITH PROPOSAL)

**CITY OF CITRUS HEIGHTS
DESIGNATION OF SUBCONTRACTORS**

SOUND WALL BEAUTIFICATION PROJECT

In compliance with the provisions of Section 4100-4114 of the Public Contract Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the bidder's total bid or ten thousand dollars (\$10,000.00), whichever is greater. The bidder shall list the portion of the work which will be done by such Subcontractor.

If the bidder fails to specify a Subcontractor for any portion of the work to be performed under the Contract, the bidder shall be deemed to have agreed to perform such portion itself, and the successful bidder shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

Portion of Work: _____ Est. Value of Work: \$_____

Subcontractor: _____

Street Address: _____

City, Zip: _____

Phone: _____ Fax: _____

Contractor License No: _____ Ca DIR Reg No. _____ (if required)

Portion of Work: _____ Est. Value of Work: \$_____

Subcontractor: _____

Street Address: _____

City, Zip: _____

Phone: _____ Fax: _____

Contractor License No: _____ Ca DIR Reg No. _____ (if required)

Portion of Work: _____ Est. Value of Work: \$_____

Subcontractor: _____

Street Address: _____

City, Zip: _____

Phone: _____ Fax: _____

Contractor License No: _____ Ca DIR Reg No. _____ (if required)

Bidder's Name (Printed)

Authorized Individual's Signature
(same signature as on Bid Proposal)

Date

Authorized Individual's Name & Title (Printed)

(SUBMIT THIS PAGE WITH PROPOSAL)

**CITY OF CITRUS HEIGHTS
EXPERIENCE/QUALIFICATIONS STATEMENT**

The bidder has been engaged in the contracting business, under the present business name for _____ years. Experience in work of a nature similar to that covered in the proposal extends over a period of _____ years.

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows: _____

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm, or authority indicated and to whom reference is made:

Year	Type of Work	Contract Amount	Owner/Agency	Contact Person with Telephone No.

The following is a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required:

Quantity	Name, Type and Capacity	Condition	Location

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Bidder's Name (Printed)

Authorized Individual's Signature
(same signature as on Bid Proposal)

Date

Authorized Individual's Name (Printed)

SAMPLE CONTRACT

CITY OF CITRUS HEIGHTS
STATE OF CALIFORNIA

CONTRACT FOR:
**SOUND WALL BEAUTIFICATION
POWER WASHING AND PAINTING SERVICES
(ARPA FUNDED)**

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 20____, at Citrus Heights, California, by and between the City of Citrus Heights, a California Municipal Corporation ("City") and **[NAME OF CONTRACTOR]**, a _____ ("Contractor").

WITNESSETH:

ARTICLE ONE. Contractor agrees to furnish all tools, equipment, facilities, labor, and materials, except otherwise expressly provided for by the Contract Documents, necessary to fully perform and complete, in a good workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and in strict accordance with the Contract Documents, the **(NAME OF PROJECT)** (the "Work"). It is understood and agreed that such tools, equipment, apparatus, facilities, labor, materials, transportation and utility services and incidentals shall be furnished, and the Work performed and completed, in accordance with the Contract Documents and subject to the approval of the General Services Director. Department of Transportation Standard Plans and Specifications, current edition; the Labor Surcharge and Equipment Rental Rates in effect on the date of work is accomplished; the Sacramento County Public Works Agency, Improvement Standards, current edition; and Standard Construction Specifications, current edition, are specifically referred to and by such reference made a part of the Contract Documents. To the extent there are any inconsistencies among these documents, then the terms and conditions of this Contract shall control over the documents referenced in the preceding sentence.

Contractor shall complete the work within the Time of Completion specified in the Technical Specifications.

ARTICLE TWO. The City does hereby employ the Contractor to provide the tools, equipment, facilities, labor, and materials and to do the work according to the terms and conditions contained in the Contract Documents for the prices set forth in the proposal submitted by the Contractor and accepted by the City, which is attached hereto as Attachment "A", and incorporated herein. The City hereby contracts to pay the Contractor at the time, in the manner and upon the conditions herein set forth in the Contract Documents. The City and Contractor, for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

ARTICLE THREE. City will pay Contractor in current funds as full consideration for the full and complete performance of this Agreement the sum of no more than:

_____ (\$_____),
being Contractor's bid amount, subject to subsequent contract change order(s) as full compensation for furnishing all tools, equipment, facilities, labor, and materials and for doing all the work contemplated and embraced in this Contract Such amount shall include all loss or damage arising out of the nature of the Work , or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the City, and for all risks of every description, connected with the Work; also for all discontinuance of Work, and for well and faithfully completing the Work, in the manner and according to the Plans and Specifications, the Contract Documents and the requirements of the General Services Director under them.

ARTICLE FOUR. Pursuant to California Public Contract Code Section 22300, the Contractor is hereby permitted to substitute securities of the kind listed below in place of any moneys withheld by the City to ensure performance of this contract. At the request and expense of the Contractor, securities equivalent to the amount or amounts withheld may be deposited directly with the City, or with a state or federally chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of this contract. The General Services Director is authorized to execute documents necessary for this purpose. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall be entitled to receive any interest thereon. Securities eligible for investment under this provision shall include those listed in Government Code Section 16430, or bank or savings and loan certificates of deposit. The five percent (5%) retention or other moneys withheld will not be released to the Contractor until the City has satisfied itself that the substitution of securities has been made in accordance with the provisions of this paragraph.

ARTICLE FIVE. Procedures for the Contractor to make claims for: 1) an extension of time, including relief from damages or penalties for delay; 2) payment by the City of money or damages arising from work done by, or on behalf of, the Contractor, where the underlying Contract does not expressly provide for payment or payment to which the Contractor is not otherwise entitled or 3) the payment of an amount disputed by the City are set forth in Section A -2E of the Special Provisions.

ARTICLE SIX. The complete Contract consists of the following documents; all of which by reference are made a part of this Contract and which may collectively be referred to as the "Contract Documents":

1. Notice to Proposers
2. Instruction to Proposers
3. Proposal (consisting of the Proposal, Schedule of Values, Proposal Guarantee, Contractors License Form, Non-Collusion Declaration, Designation of Subcontractors, and Experience/Qualifications Statement)
4. Contract for **NAME OF PROJECT**

5. Workers Compensations Insurance Certification
6. Request for Proposals Scope and Provisions
7. Any addenda, change orders, field orders or directives issued by the City.
8. Standard Plans and Specifications of the State of California, Business and Transportation Agency, Department of Transportation, current edition
9. Sacramento County Public Works Agency, Improvement Standards, current edition and Standard Construction Specifications, current edition

ARTICLE SEVEN. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. The Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the work is to be performed. Copies of the prevailing rate of per diem wages are on file with the Citrus Heights City Clerk and will be made available on request. The Contractor shall, as a penalty, forfeit to the City, the amount specified by law per day for each calendar day, or portion thereof, for each employee paid less than the prevailing salary or wage for any such work done under and by reason of the terms or conditions of this agreement by the Contractor or any subcontractor. The Contractor agrees to keep an accurate certified payroll record in accordance with Section 1776 of the Labor Code of the State of California. The Contractor shall, as a penalty, forfeit to the City the amount specified by law, for each employee for non-compliance with the payroll record keeping requirements as stipulated in Section 1776 of the Labor Code of the State of California and this contract document. It is further expressly agreed by and between the City and the Contractor that should there be a conflict between the terms of this Contract and the bid or proposal of said Contractor, then this Contract shall control and nothing herein contained shall be considered as an acceptance of the said terms of said bid or proposal conflicting herewith.

ARTICLE EIGHT. This Contract constitutes the entire agreement between the parties, and supersedes any prior agreement between the parties, oral or written, unless such agreement is expressly incorporated herein. City makes no representations or warranties, express or implied, not specified in the Contract. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties. The waiver of any breach of a specific provision of this Contract does not constitute a waiver of any other breach of that term or any other term of this Contract.

ARTICLE NINE. The provisions of the Contract shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of all sureties on all bonds required by this agreement, including but not limited to the Payment (Labor and Materials) Bond, and the City.

ARTICLE TEN. The provisions of the Contract shall be determined and governed by the laws of the State of California, without regard to the choice of law doctrine. Venue for any action arising out of the Contract shall be in Sacramento County.

ARTICLE ELEVEN. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors, who are subject to Public Contract Code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5.

ARTICLE TWELVE.

Contractor warrants and represents that it is licensed pursuant to Division 3, Chapter 9 of the California Business and Professions Code, to engage in the business or act in the capacity of a contractor within the State of California for the purposes of this Contract. Contractor further warrants and represents that it was licensed in such manner at the time it submitted its bid for this project to the City, except that if this Contract involves federal funds, Contractor warrants and represents that it was licensed at the time the Contract was awarded. In the event Contractor is or was not licensed as set forth above, this Contract is void.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and affixed their seal the day and year first above written.

CITY OF CITRUS HEIGHTS
A Municipal Corporation

By: _____
Ashley J. Feeney
City Manager

Approved as to Form:

Attest:

Ryan Jones
City Attorney

Amy Van
City Clerk

"CITY SEAL"

[NAME OF CONTRACTOR]

By: _____

Title: _____

"CORPORATE SEAL"

INSURANCE REQUIREMENTS

In order to comply with the bonding and insurance requirements contained in your contract with the City of Citrus Heights, there are several things that we require. It is our intent to facilitate consideration of every project, so we are including here a summary checklist for your convenience.

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

I. Workers' Compensation & Employers Liability

- a. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. Sixty (60) days' prior written notice of cancellation or material change must be provided to City of Citrus Heights.
- d. The policy must include a written waiver of the insurer's right to subrogate against City of Citrus Heights.
- e. Required Evidence Of Coverage:
 - i. Subrogation waiver endorsement; and
 - ii. Properly completed Certificate of Insurance.

II. General Liability

- a. Commercial General Liability Insurance no less broad than ISO form CG 00 01.
- b. Coverage must be on a standard Occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- c. Minimum Limits: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate must apply separately to each project.
- d. Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000.
- e. Coverage shall be continued for one (1) year after completion of the work.
- f. City of Citrus Heights must be an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. City of Citrus Heights shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- g. The policy definition of "insured contract" must include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The insurance provided to City of Citrus Heights as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City of Citrus Heights.
- i. Sixty (60) days' prior written notice of cancellation or material change must be provided to City of Citrus Heights.
- j. The policy must cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- k. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status;
 - ii. copy of the endorsement or policy language indicating that coverage applicable to City of Citrus Heights is primary and non-contributory; and

- iii. Properly completed Certificate of Insurance.

III. Automobile Liability

- a. Minimum Limit: \$2,000,000 combined single limit per accident.
- b. Coverage must apply to all owned, hired and non-owned vehicles.
- c. City of Citrus Heights must qualify as an insured.
- d. Required Evidence of Coverage:
 - i. Copy of the endorsement or policy language indicating that City of Citrus Heights is an insured; and
 - ii. Properly completed Certificate of Insurance.

IV. Contractors Pollution Liability

- a. Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- b. Coverage must apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- c. Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- e. The insurance must be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- f. Thirty (30) days' prior written notice of cancellation or material change must be provided to City of Citrus Heights.
- g. Required Evidence of Coverage:
 - i. Properly completed Certificate of Insurance.

V. Surety Bonds

- a. Bid bond.
- b. Performance and payment bonds for the entire contract price.
- c. The surety must be authorized to issue these bonds in the State of California.

VI. Standards for Insurance Companies

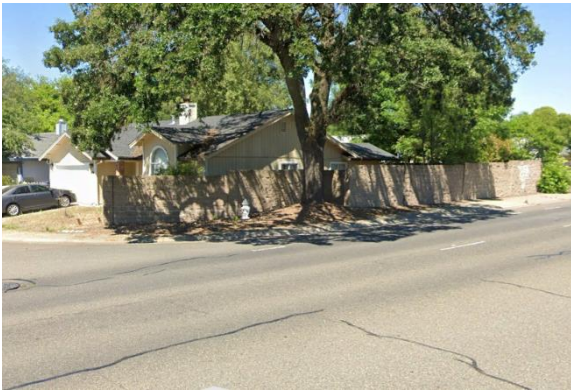
- a. Insurance policies must be issued by an insurer with an A.M. Best's rating of at least A:VII.

VII. Documentation

- a. The Certificate of Insurance must include the following reference: **CITRUS HEIGHTS SOUND WALL BEAUTIFICATION**
- b. The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is:
 - City of Citrus Heights**
 - Attn: SOUND WALL BEAUTIFICATION**
 - 6360 Fountain Square Drive**
 - Citrus Heights, CA 95621-5634**
- c. Current Evidence of Coverage must be provided for the entire required period of insurance.
- d. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

SOUND WALL LOCATIONS / MAPS

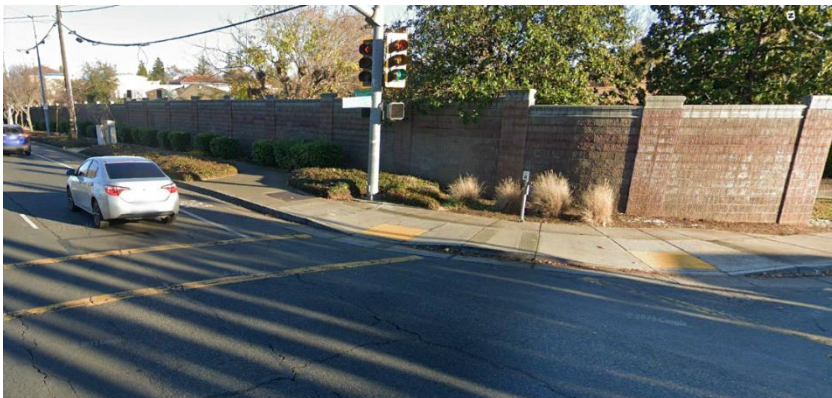
Location 1: Antelope/Deanton



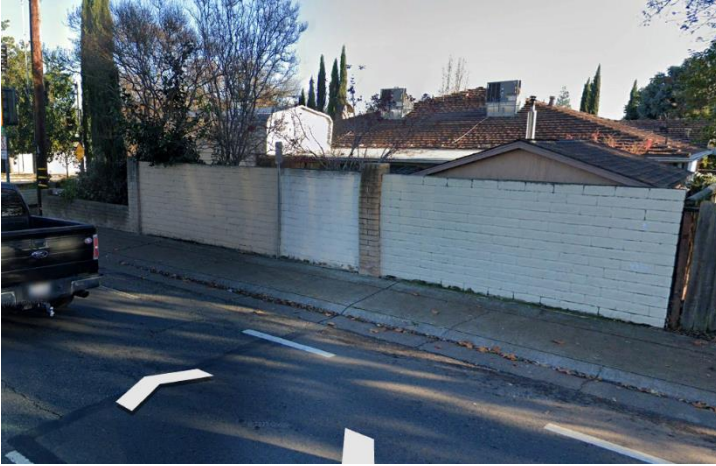
Location 2: Antelope/Rollingwood



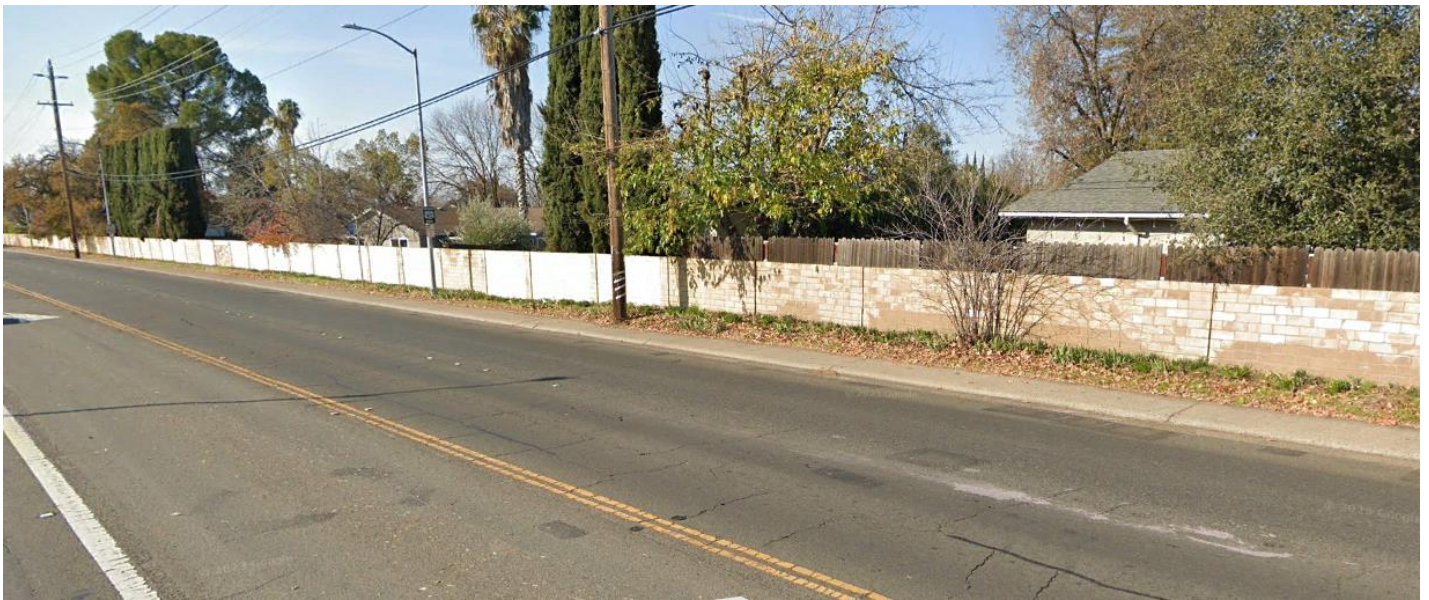
Location 3A: Auburn/Chivalry



Location 3B: Auburn/Chivalry (west of intersection)



Location 4: Auburn/San Tomas to Cobalt



Location 5: Fair Oaks – Old Auburn/Woodchuck



Location 6: Fair Oaks – Treecrest



Location 7: Greenback Lane and Indian River (in city limits, east and west of intersection)



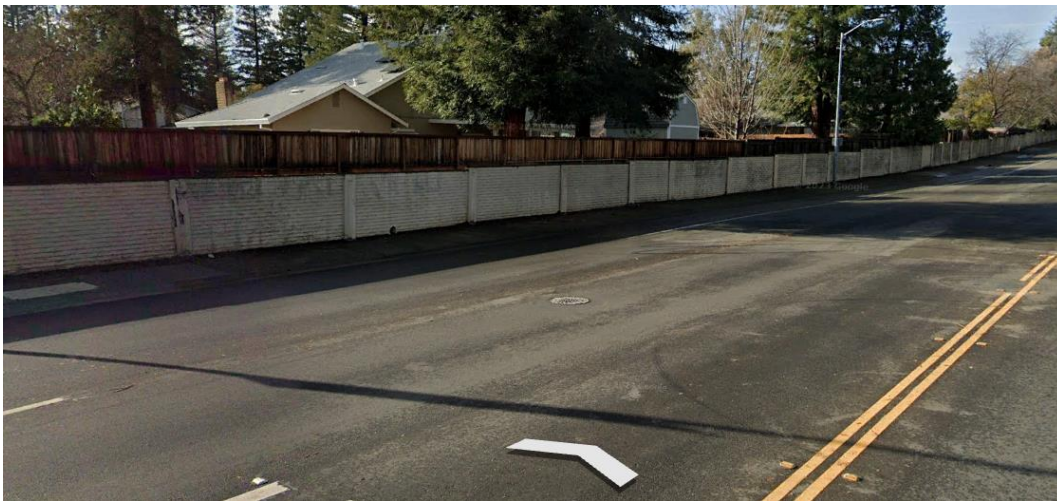
Location 8: Madison Ave – Uplands to Mariposa



Location 9: Madison Ave – Dewey to Maidstone



Location 10: Oak Ave/Wachtel – Menke to Menke



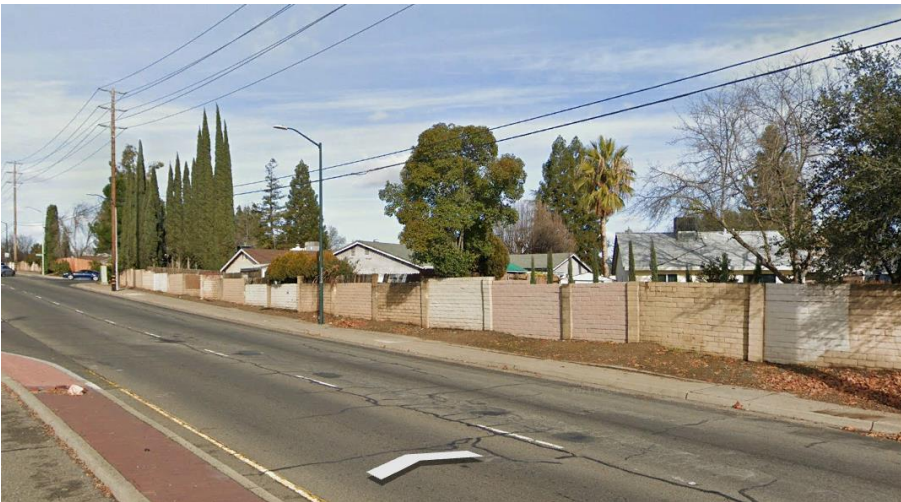
Location 11: Old Auburn at Linda Vista



Location 12: Old Auburn – Soquel to West of Fair Oaks



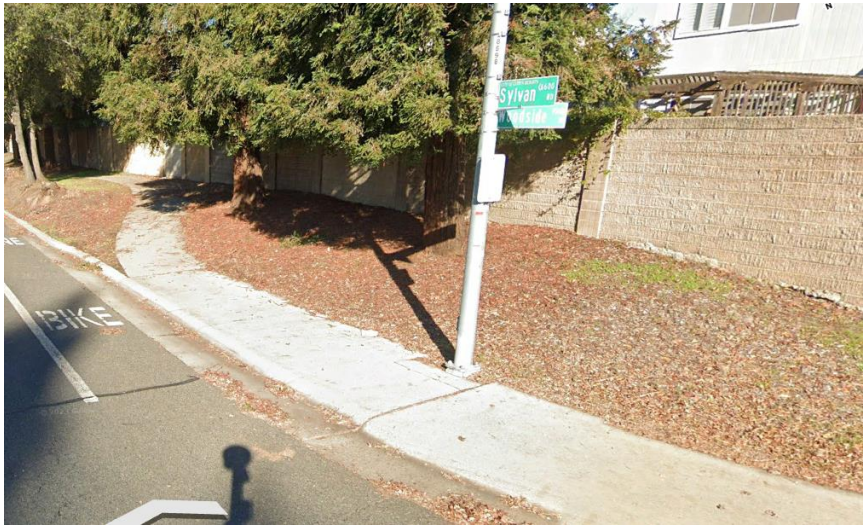
Location 13: Sunrise Blvd – Arcade Lake Lane to Woodmore Oaks



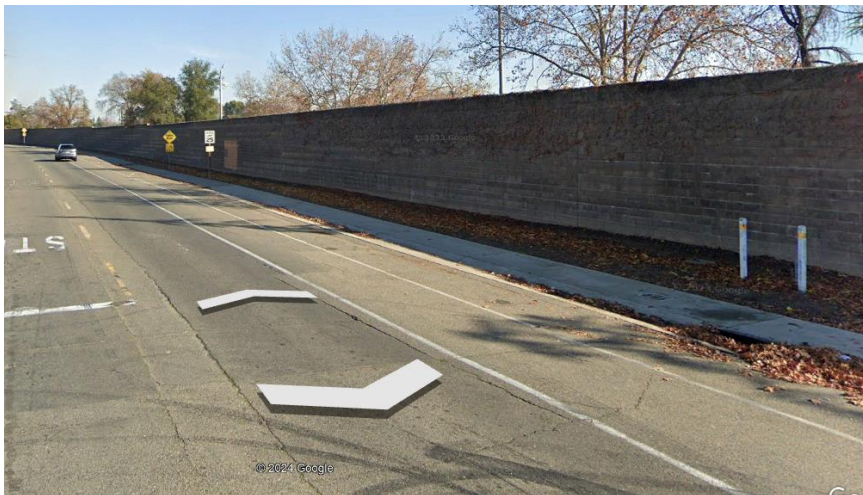
Location 14: Sunrise Blvd – McLin to Sungarden



Location 15: Sylvan Road – Woodside Drive



Location 16: Tupelo Drive – Stoneridge to Blackthorne



Location 17: Van Maaren Lane at Bridgemont

