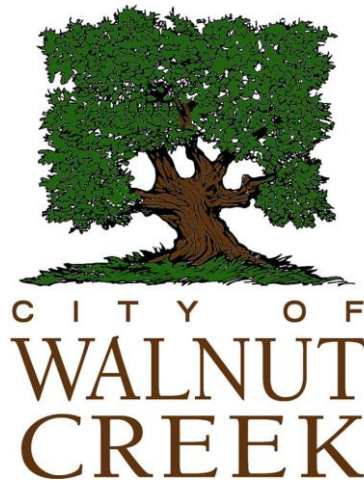


July 23, 2018



**REQUEST FOR PROPOSAL
(RFP) #CC000124-100-9093**

Boundary Oak Golf Course Roof Seal Coat Project

**PROPOSALS SUBMITTAL DEADLINE
AND PUBLIC BID OPENING
1:00 p.m. on August 16, 2018:**

The City of Walnut Creek
511 Lawrence Way
Walnut Creek, CA 94596

Attn: Jake Allred
Project Manager
925-943-5899 ext.2248
allred@walnut-creek.org

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NOTICE TO CONTRACTORS

The City of Walnut Creek (City) is a full-service municipality serving over 70,000 residents and is located in the greater San Francisco Bay Area. The City is approximately 19.8 square miles in size and has a work force of approximately 400 employees.

The Boundary Oak Golf Course Clubhouse is a rental facility, which hosts dozens of special events, gatherings and productions on an annual basis. The City, through the Public Works Engineering Division, intends to weatherproof the facility and extend the usable life of the existing single play roofing system through the application of a silicone roof coating system. The Request for Proposal (RFP) solicits responses which enable the City to select the lowest responsive bid to complete the project as detailed in the attached Scope of Work (Attachment A).

The project is located at 3800 Valley Vista Road, Walnut Creek, CA 94598.

Projected duration of this project is September 17, 2018 through October 26, 2018.

All responses must be made on the Bid Proposal and Schedule provided in Attachment B to be considered for award. In addition, contractors must possess a C-39 Roofing Contractor's License, possess a valid Business License from the City of Walnut Creek, have a minimum of five (5) years of experience performing similar work, be certified by the manufacturer as required to secure labor and material warranty, and demonstrate the necessary qualifications to complete the work described in the Scope of Work.

The City of Walnut Creek has determined that prevailing wages apply to this Project. The selected contractor must register with the State Department of Industrial Relations pursuant to Labor Code Section 1725.5 prior to award of a contract.

The selected contractor will enter into a Public Works Agreement (Attachment C) prior to commencing work. Any questions regarding this RFP should be directed to the Project Manager, Jake Allred at 925-943-5899 ext. 2248, allred@walnut-creek.org. Question responses will be sent to all contractors on the City of Walnut Creek Public Works "Bidders List" based on the category of work being bid.

A. Terms and Conditions

The contractor must be able to meet the terms and conditions set forth in the attached Public Works Agreement (Attachment C) and shall not change the wording in the attached specifications or conditions. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specification. Alternatives which do not substantially comply with the City's specification cannot be considered. Conditional proposals cannot be accepted. The bidder's attention is directed to the

attached Public Works Agreement (Attachment C) for insurance and other contractual requirements.

Upon award of the contract, the successful bidder shall furnish a bond to secure the payment of all claims for labor and material in the amount of 100% of the total bid; the successful bidder shall also furnish a bond for faithful performance in the amount of 100% of the total bid. The faithful performance bond shall cover liquidated damages at \$200/day after mandatory project completion date and shall be valid for a term of twelve (12) months after project completion.

B. Additional Work

The contractor may be asked, at the City's discretion, to perform additional related tasks beyond those currently anticipated above. Any additional services required beyond those set forth in this Agreement shall be performed only if mutually agreed to in writing by the City and the selected contractor. Services may also include additional work, which will be billed as "additional work", at the direction of the Public Works Manager. All work to be performed shall be in accordance with the Scope of Work (Attachment A), and shall be overseen by the Public Works Manager. The City reserves the right to ask any other contractor to bid on the same "additional work".

C. Selection Criteria

- a. Ability to respond in a timely manner
- b. Ability to meet contract and insurance requirements
- c. Demonstrated experience performing similar work to those described in this RFP
- d. Cost of services

D. Time Frame and Submittal Deadlines

Sealed Proposals including a fully completed Bid Proposal and Schedule (Attachment B) are due no later than 1:00 pm (PST) on August 16, 2018. The proposal document should be enclosed in a sealed envelope labeled with the RFP#, addressed to:

Jake Allred, Project manager
City of Walnut Creek Maintenance Division
511 Lawrence Way
Walnut Creek, CA 94596

A public bid opening will occur at the above address directly following the proposal submittal deadline. Bidders are invited, but not required, to attend.

Date	Description
July 24, 2018	Notification Inviting Informal Bids
July 31, 2018 @ 11:30 AM	Pre-Bid Walkthrough @ 3800 Valley Vista Rd.
August 7, 2018 @ 5:00 PM	Deadline to Submit Questions
August 16, by 1:00 PM	Proposal Submittal Deadline/Public Bid Opening

E. Conclusion

The City reserves the right to accept or reject any or all bids/proposals at its sole discretion, or to alter the selection process in any way, to postpone the selection process for its own convenience at any time, and to waive any defects in the proposal. The City also reserves the right to accept or reject any individual sub-contractor that a bidder proposes to use.

This RFP process shall in no way be deemed to create a binding contract or agreement of any kind between the City and the Contractor. By submitting a response to this RFP, the successful Contractor agrees to execute an agreement with the City in substantially the form as attached to this RFP as Attachment C. The City reserves the right to negotiate any and all terms of the agreement, including the Term, Scope of Service and Compensation.

Each bidder submitting a proposal acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are the bidder's sole expense and the City shall not, under any circumstances, be responsible for any cost or expense incurred by the bidder. In addition, each bidder acknowledges and agrees that all documentation and/or materials submitted with the proposal shall remain the property of the City.

Each bidder should be aware that, although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish which submitted information constitutes a trade secret. If a request is made for information marked "confidential", the City will provide the bidder who submitted such information with reasonable notice to allow the bidder to seek protection from disclosure by a court of competent jurisdiction.

Selection of a proposal and the award of any final contract will be to the lowest qualified, responsible bidder. The City reserves the right to reject any or all proposals, to accept or reject any one or more items of a proposal, or to waive any minor irregularities or informalities in any proposal.

**SCOPE OF WORK
BOUNDARY OAK CLUBHOUSE ROOF SEAL COAT
RFP# CC000124-100-9093**

The Project is located at: **3800 Valley Vista Rd., Walnut Creek, CA 94598**

The Project includes, but is not limited to, performing the following work:

Provide labor, equipment and materials necessary to repair, prepare, and apply a 40 mm silicone roof coating system with a 15 year warranty on installation work.

Contract Time and Working Hours

Projected duration of this project is September 17, 2018 through October 26, 2018. Working hours are 7:00am through 6:00pm Monday through Friday excepting City Holidays.

The Scope of Work for the Project shall also include:

General

Service, supplies, and equipment to be provided by the contractor include, but are not limited to the following:

- Labor
- Materials and supplies
- Tools and equipment
- Transportation vehicles
- Administration, management, and maintenance support to perform services as specified
- Preparation work and power washing
- Selective demolition as needed to complete scope of work
- Removal and disposal of all waste
- Site control and safety
- General cleanup

Project / Site Conditions

- A. Contractor shall receive a notice to proceed from the City Project Manager and attend a pre-construction walkthrough with the City prior to starting work.
- B. Protect the building, site, and adjacent landscape from damage during the project, including but not limited to masking all surfaces not to be coated.
- C. Maintain safe access for employees and the public to existing walkways and building entries during the project.
- D. Contractor shall provide the City with all material, safety and data sheets for products to be used prior to ordering materials.
- E. Contractor shall coordinate with the City Project Manager on installation schedule so HVAC units may be shut off and/or mask off all intake vents to prevent odors from entering the building.
- F. Contractor shall work with the manufacturer to ensure all product and installation warranty requirements are met.

- G. Contractor shall meet or exceed all Cal OSHA requirements during the project and provide safety training on the use of personal protective equipment (PPE) to all laborers who will be handling the product.
- H. Contractor is responsible for all materials delivery, storage, and handling.
- I. All materials and equipment shall be cleaned up and/or completely removed at the end of each work day.
- J. All materials shall be applied in accordance with manufacturer's recommendations and in conformance with best management practices utilized by trade experts.
- K. Contractor is responsible for the verification of all existing conditions and dimensions prior to bid.
- L. In the case of an emergency, work must stop immediately and continue only after prior authorization from the City of Walnut Creek.
- M. Payment and Performance bonds equal to 100% of the contract amount shall be submitted to the City prior to commencement of work. Performance bonds shall be for a 12 month period.
- N. Prevailing wages apply to this project. Registration with the DIR and submittal of certified payroll through the DIR's website is required. Contractor shall comply with all applicable local, state and federal laws, including apprenticeship requirements.

Submittals

After installation, provide the City with the following:

- 15 year labor and material warranty for completed project.

Prior to installation, Contractor shall provide evidence of certification with Sika

Materials

- A. Primer: Sikalastic-501, 502 or 503 Primer (depending on existing substrate), or equivalent.
- B. Detailing / Seam Sealant: Sikalastic 500 Flash trowel grade, enhanced high solids silicone detailing compound.
- C. Silicone Roof Coating: Sikalastic-500 single component, ultra high solids, Low VOC, UV-Stable Liquid Applied Silicone Roof Coating, or equivalent.
- D. Primer coat, first coat and second coat shall be different colors, and approved by the City, to make identification of coverage in coats easier.
 - a. Primer coat: white
 - b. Silicone first coat: light grey
 - c. Silicone finish coat: white

Installation of Silicone Roofing System

Preparation.

1. Identify any damaged areas, separated seams, or potential leak areas and make repairs as necessary prior to proceeding with cleaning.
2. Temporarily adjust or remove all rubber support boots or other unattached support structures to gain complete access to entire substrate.
3. Power wash using a high pressure 2,000-2,500 PSI wash to thoroughly clean and remove dust, dirt & debris as needed to prepare the surface for application. Use a concentrated

cleaner to be proposed to, and approved by, the City. Perform all other necessary preparation steps according to manufacturer's specifications.

4. Remove and properly dispose of all unnecessary debris.

Installation

5. Prepare and seal watertight all seams, flashings, penetration areas, curbs, projections, corners, cant strips, gutters, parapet walls, caps, and all other areas where water could enter through the roof using Seam Sealant.
 - a. Allow roof and other prepared surfaces to dry completely before proceeding with field priming and/or coating application.
6. Apply Primer/Filler coat to all roof areas, curbs, and a minimum of 12" up roof walls at a rate of 1 Gal/100 sq. ft.
7. Apply Silicone Roof Coating first coat at a minimum of 24 wet mils to entire roof at a rate of 1.5 Gal/100 sq. ft.
8. Apply Silicone Roof Coating finish coat at a minimum of 16 wet mils to entire roof at a rate of 1 Gal/100 sq. ft.
9. Add anti-slip granules to all potential walkway areas to reduce slipping hazard.
10. Clean up the work area.

Bid Alternate

1. Thoroughly clean tops, sides and seams of metal ducting identified by the City Project Manager (approximately 200 sq. ft).
2. Prepare ducting for application of sealant by using a wire brush or other methods to remove existing sealant material and other material that is not firmly adhered to the existing metal surface.
3. Complete all other preparatory measures necessary to prepare the surface for acceptance of sealant per manufacturer's recommendations.
4. Apply Primer to top and sides of all square ducting.
5. Apply Seam Sealant to all duct seams and penetration areas.
6. Apply Silicone Roof Coating to tops and sides of square ducting.

Quality Control and Acceptance

The Project shall be constructed in accordance with this scope of work, the City of Walnut Creek Standard plans, standard industry practices and guidelines, and is subject to inspection and approval by the City of Walnut Creek Public Works Department Project Manager or their designee. Notwithstanding the presence of a City representative, the Contractor is responsible for performing the work in accordance with this scope of work and all applicable laws and ordinances.



3800 Valley Vista Rd

**BID SCHEDULE FORM FOR
BOUNDARY OAK CLUBHOUSE ROOF SEAL COAT PROJECT
RFP# CC000124-100-9093**

TO: Public Works Manager – Public Works Engineering Division

The undersigned declares that he has carefully examined the Request for Proposal, including all attachments, and is satisfied as to the field conditions he will encounter. The Bidder proposes to furnish all materials, labor and equipment and to do all work required to complete the project in accordance with the Scope of Work (Attachment A), for the prices set forth in the following schedule (prices shall include all applicable taxes):

Bid Schedule

BID ITEM	DESCRIPTION	QUANTITY	UNIT	TOTAL PRICE
1	PERFORM ALL WORK AS SHOWN IN PLANS AND SPECIFICATIONS	1 Job	Lump Sum	
TOTAL BID				
2	PERFORM ALL WORK AS SHOWN IN BID ALTERNATE 1	1 Job	Lump Sum	

Full compensation for the items of work, which are not covered under the contract bid item, and described in the scope of services, shall be considered as included in the prices paid for the various contract items of work involved, and no additional payment will be made thereof. For purposes of award, Bid Item 1 will be used to determine the lowest responsive bidder.

Quantities. The foregoing quantities are approximate only, being given as a basis for the comparison of bids. The City does not, expressly or by implication, agree that the actual amount of Work will correspond with the quantities, but reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit any portion(s) (this includes complete base bid items) of the Work, as the Engineer deems necessary or advisable, at the contract price. Price negotiations on the contract prices are optional if the actual amount of Work is different from the above estimates by 25% or greater.

All items are based on an in-place condition.

The undersigned further agrees to execute the required contract(s), within ten (10) calendar days of notification that the contracts are ready for signature.

The undersigned is licensed in accordance with the State of California Contractor's License Law.

License No. _____

Class _____

Expiration Date _____

If firm is an individual, so state. If a firm co-partnership, state the firm name and give the names of all individuals or co-partners composing the firm. If a corporation, state legal names of corporation and also names of President, Secretary, Treasurer, and Manager thereof.

Under penalty of perjury, I declare that to the best of my knowledge and belief the representations made herein are true, correct and complete.

SIGNATURE OF BIDDER _____

Print or Type Name, Email Address and Telephone Number:

DATED: _____, 2018.

City of Walnut Creek

PUBLIC WORKS AGREEMENT
(Materials and/or Labor)

Project: SAMPLE AGREEMENT – DO NOT EXECUTE

THIS AGREEMENT is entered into on between the City of Walnut Creek, a California Municipal Corporation ("City"), and TBD, a California Corporation ("Contractor").

RECITALS

A. The City wishes to contract for TBD Services, located at TBD, Walnut Creek, CA 94598. These are described more fully in Section 1 and Attachment A (the "Services").

B. In accordance with the City's Purchasing Policy and Procedures (Administrative Policy No. 73-6, Revised July 1, 2010 and Resolution No. 14-74), as well as the terms of the City's Purchasing Manual and California Uniform Construction Cost Accounting Procedures, the City sought and received formal or informal quotations for the completion of the Services.

NOW, THEREFORE, in consideration of the terms and conditions contained here, the City and Contractor agree as follows:

AGREEMENT

1. Services. Contractor shall provide all the parts, labor and materials for the work described in Attachment A, subject to the terms of this Agreement.

2. Payment. City agrees to pay Contractor, and Contractor agrees to accept from City as full compensation for its Services, the amounts shown in Attachment B.

Contractor shall submit invoices at least monthly, addressed to the City as shown in paragraph 10. Each invoice should include the date of and a summation of the work performed. It is intended that payment to Contractor will be made by City within 30 days of each invoice received as to all non-disputed fees.

3. Parts, Labor and Materials; Prevailing wages. Contractor shall, at its sole cost, expense and liability, furnish all parts, labor, materials and equipment, disposal, and incidentals, complete and in place, as required for furnishing the Services under this Agreement. Contractor shall pay prevailing wages to each person employed to provide the Services.

4. Independent Contractor. Contractor is and at shall remain as to the City a wholly independent contractor. Neither the City nor any of its officers or employees shall have any control over the manner by which the Contractor performs the Services and shall only dictate the results of the performance. Contractor shall not represent that Contractor or its employees are agents or employees of the City. Except as the City may specify in writing, Contractor has no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation.

5. Inspection. The City may review and inspect the Contractor's activities during the performance of the Services.

6. Termination. City may terminate this Agreement at any time, and for any reason whatsoever, by giving thirty (30) days prior written notice to the Contractor. Upon receipt of such notice, Contractor shall stop work at the time directed by City. City shall pay for parts, labor and materials up to the effective date of termination stated in the notice, and Contractor agrees to accept this as full payment.

7. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Contractor's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole or active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Contractor" means the Contractor, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 8 relating to insurance.

8. Insurance. Contractor shall procure and maintain at its sole cost for the duration of this Agreement the following insurance:

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
- (2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

(b) Minimum Limits of Insurance. Contractor shall maintain policy limits of no less than:

- (1) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.

(c) Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage.

a. The City and its officers, officials, employees, agents or volunteers are to be covered as additional insured as respects the ongoing operations of the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

b. Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

d. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Contractor for the City.

(e) Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

(f) Verification of Coverage. Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

9. Safety and Accidents. Contractor shall comply with all laws and industrial safety standards. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the City's Risk Manager by telephone.

10. Notice. Any notice to be given under this Agreement shall be given by enclosing it in a sealed envelope, first-class postage prepaid and depositing it in the United States mail, addressed to the party at the following address. Notice shall be deemed received three (3) business days after mailing, or upon personal delivery.

CITY:
City of Walnut Creek
511 Lawrence Way
Walnut Creek, CA 94596
Attn: Public Works Manager

CONTRACTOR:
TBD

11. Assignment. A substantial inducement to City for entering into this Agreement was, and is, the reputation and competence of Contractor. Contractor shall not assign, subcontract, or otherwise transfer this Agreement or the rights or obligations under this Agreement without the prior written consent of the City.

12. Qualifications. Contractor represents that it and its employees are fully qualified to perform the Services under this Agreement. Contractor represents and warrants to the City that Contractor has, and shall maintain, all licenses, permits, qualifications and approvals of any nature which are required for Contractor to perform under this Agreement.

13. Time of Performance. The time of performance of the Services under this Agreement is important to the City, and all time deadlines identified in the project schedule (see Attachment A) shall be strictly construed.

14. Prohibited Interests. No officer or employee of the City shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the City if this provision is violated.

15. Business license. Contractor shall obtain a City business license before beginning work under this Agreement.

16. Governing Law. California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Contra Costa County, California.

17. Entire Agreement. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties. This Agreement, including any exhibits and attachments incorporated herein, are intended to complement each other such that any work called for in one document, and not mentioned in the other documents, or vice versa, is to be executed the same as if mentioned in all of said documents. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.

18. Severability. The invalidity, in whole or in part, of any provision of this Agreement will not void or affect the validity of any other provision of this Agreement.

19. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

20. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, non-discrimination laws and prevailing wage laws.

21. Authority. All parties executing this Agreement represent and warrant that they are authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on TBD.

CITY OF WALNUT CREEK By: _____ Steve Waymire Assistant Public Works Director	CONTRACTOR By: _____ Its: _____
Recommended by: _____ Public Works Supervisor	
The above signature also certifies that adequate funds exist or will be received during the current fiscal year to pay the anticipated expenses incurred under this Agreement. Total: \$ <u>TBD</u> Account code: <u>TBD</u>	

Attachments:

Attachment A: Scope of Work, to include:

- Scope of Work
- Time for Performance

Attachment B: Contractor's Proposal (dated TBD), to include:

- Maximum Compensation