

**INSTRUCTIONS TO BIDDERS**  
**Locally Funded Contracts (Over \$1m – CWTA)**  
**NOTE – EDIT ON PAGE 4**

The bidder shall carefully examine the instruction contained herein and satisfy himself/herself as to the conditions with which he/she must comply prior to bid and to the conditions affecting the award of contract.

The bidder's attention is directed to the City of Stockton "Standard Specifications and Plans" ([http://www.stocktongov.com/files/Standard\\_Specifications\\_2016.pdf](http://www.stocktongov.com/files/Standard_Specifications_2016.pdf)) for additional detailed information regarding the project requirements.

**1. COMPETENCY OF BIDDERS**

(a) **LICENSE** - Bidders must be properly licensed in accordance with the laws of the State of California.

(b) **CONTRACTOR REGISTRATION REQUIREMENTS**- Pursuant to Labor Code Section 1771.1, a contractor 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 Labor Code Section 1720, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

Only vendors/contractors that are subject to the public works statutes would be required to register. A&E firms that are not doing or subcontracting out tasks subject to public work requiring prevailing wages are not subject to registration and public works laws. Design work is not subject to prevailing wages and, therefore, not considered public work, and the firm does not have to register. For example, A&E tasks that are subject to public works laws would be surveying, soil testing, material testing, and building/construction inspection, as there are prevailing wage determinations for these works.

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

Department of Industrial Relations- Contractor Registration information and web link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

In compliance with Senate Bill 854 and the California Labor Code, all bidders shall include with their bid proof of registration from the Department of Industrial Relations that includes the contractor's legal name, registration number, license type/number, registration date and expiration date, for every contractor and subcontractor, regardless of tier. For subcontractor proof of registration that could not be included with the bid, the contractor will be allowed to submit subcontractor registration proof no later than four business days after bid opening (Bid Forms).

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

**2. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF THE WORK**

(a) **CONTRACTOR'S RESPONSIBILITY-** The bidder shall examine carefully the site of the work and the plans and specifications therefore. He/She shall investigate and satisfy himself/herself as to conditions to be encountered, the character, quality and quantity of surface, subsurface materials or obstacles to be encountered, the work to be performed, materials to be furnished, and as to the requirements of the bid documents and the plans and specifications of the contract.

(b) **RESPONSIBILITY FOR UTILITIES-** As part of the responsibility stated in Subdivision 2a above and without limitation thereon, the Contractor shall be responsible at his/her own cost for any and all work, expense of special precautions caused or required by the existence or proximity of utilities encountered in performing the work, including, without limitation thereon, repair of any and all damage and all hand or exploratory excavation required. Attention is directed to the possible existence of underground facilities not known to the City or in a location different from that which is indicated on the plans or in the special provisions. The Contractor shall take reasonable steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service. If the Contractor discovers underground facilities not indicated on the plans or in the special provisions, he/she shall immediately give the Project Manager written notification of the existence of such facilities. Such facilities shall be protected from damage as directed by the Project Manager, and the Contractor will be paid for such work as extra work.

Where it is determined by the Project Manager that the rearrangement of an underground facility, the existence of which is not shown on the plans or in the special provisions, is essential in order to accommodate the improvement, the City will provide for the rearrangement of such facility by other forces, or such rearrangement shall be performed by the Contractor which will be paid for as extra work.

The bidder is cautioned that such utilities may include high pressure fluid pipe lines, communication cables or electrical cables which may be high voltage and the ducts enclosing such cables, and, when working or excavating in the vicinity thereof, the special precautions to be observed at his/her own cost shall also include, but may not be limited to, the following: All such cables and their enclosure ducts shall be exposed by careful hand excavation so as not to damage the ducts or cables nor cause injury to persons, and suitable warning signs, barricades and safety devices shall be erected as necessary or required.

### **3. DISCREPANCIES OR ERRORS**

If omissions, discrepancies or apparent errors are found in the plans and specifications prior to the date of bid opening, the bidder shall submit a written request for a clarification, which will be given to the form of addenda to all bidders if time permits.

### **4. ADDENDA OR CLARIFICATIONS**

Each bid shall include all addenda or clarifications issued during the bidding period acknowledged by the bidder's signature thereon. Failure to so include or acknowledge an addendum or clarification may result in the bid being rejected as not responsive.

### **5. BIDDING DOCUMENTS**

(a) **BID FORMS-** City of Stockton standard bid forms, which, when filled out and executed, may be submitted as a bid. Bids not presented on City forms shall be cause for considering the bid as non-responsive. The bid forms must be submitted in the same name style and manner as is used on the bidder's license and prequalification. Bid forms may be obtained from the City of Stockton website at [www.stocktonca.gov/pwbid](http://www.stocktonca.gov/pwbid)

All bids shall give the prices in the manner required by the bid and shall be signed by the bidder or his/her duly authorized representative, with his/her address. If the bid is made by an individual, his/her name, postal address, and signature must be shown. If the bid is made by a firm or

partnership, the name and postal address of the firm or partnership and the signature of one or both partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation was chartered, the name of the corporation and the title of the person who signs on behalf of the corporation. The corporate seal must be used. All bidders shall provide proof of DIR registration (print screen from DIR website <https://efiling.dir.ca.gov/PWCR/Search>).

(b) LIST OF PROPOSED SUBCONTRACTORS- Bidder shall list names of all subcontractors performing work in excess of one-half of one percent (0.5%) or \$10,000 (whichever is greater) of the Bidder's total bid, on the form provided in the bidding document. Each bidder shall give the name, business address, proof of DIR registration (print screen from DIR website <https://efiling.dir.ca.gov/PWCR/Search>), contractor license number, description of the work, and the dollar amount to be PAID the subcontractor, for each subcontractor that will be used on the project.

(c) BIDDER'S SECURITY- All bids shall be accompanied by (1) cash, or (2) a cashier's check of a responsible bank, or (3) a check certified by a responsible bank, payable to the order of the City of Stockton for an amount not less than ten percent (10%) of the aggregate of the bid, or (4) bidder's bond executed by a surety authorized by the Insurance Commissioner to transact business of insurance in California, and made out in favor of the City of Stockton for an amount not less than ten percent (10%) of the aggregate of the bid.

Within ten (10) days after the award of the contract, the City of Stockton will return all bidder's security accompanying the bid that is not to be further considered in making the award. Retained bidder's security will be held until the contract has been fully executed.

When the contract for doing said work has been duly entered into and the contract bonds accompanying same have been duly approved and filed, the City Clerk shall certify said facts by voucher to the Director of Finance, who shall draw his/her warrant upon the special deposit fund for the return to the Contractor of said cash or bidder's bond or the proceeds of said check. If the bidder fails or refuses to enter into the contract to do said work or furnish said supplies or to furnish the required bond within ten (10) days after the awards shall have become final, then the cash, cashier's check or certified check shall be forfeited to the City as liquidated damages and shall be transferred to the general fund, or the obligation of the bidder's bond shall be enforced and the proceeds placed in the general fund. The Council does not have the power to relieve from or to remit such forfeiture.

It is understood that the bid may be rejected at the sole discretion of the City Council of the City of Stockton.

(d) NON-COLLUSION DECLARATION - The bidder shall execute a Non-Collusion Declaration in the appropriate space provided in the bid form. Any bid made without such declaration or in violation thereof, and also any contract let thereunder shall be absolutely void unless a correct declaration is received after the bid deadline with approval of the City Council.

## **6. TITLE VI**

Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>

The City of Stockton is committed to complying with the requirements of Title VI in all of its federally funded programs and activities (Bid Forms).

## **7. QUALITY ASSURANCE**

The City uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract (Exhibit A).

You may examine the records and reports of tests the Agency performs if they are available at the job site. Schedule work to allow time for QAP.

## **8. DISCRIMINATION AND HARASSMENT POLICY**

The City of Stockton has a Discrimination and Harassment Policy (Exhibit B). The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating and resolving complaints of discrimination and harassment in the workplace.

## **9. SUBCONTRACTING**

The Contractor shall perform with its own organization contract work amounting to not less than **fifteen or thirty percent (15% or 30%)** of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract, and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with its own organization. When items of work in the Bidding Schedule are preceded by the letter (S), said items are designated "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the contract item bid price, determined from information submitted by the Contractor, subject to approval by the Project Manager.

Before work is started on a subcontract, the Contractor shall file with the Project Manager a written statement showing the work to be subcontracted, the names of the subcontractors and the description of each portion of the work and the dollar amount to be so subcontracted.

## **10. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE**

The bidder shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement. [https://leginfo.ca.gov/faces/codes\\_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2](https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2).

(a) **PREVAILING WAGE RATES** - The prime Contractor to whom the contract is awarded and any subcontractor must pay the general prevailing wage rates as ascertained from time to time which shall be applicable to this project. Prevailing wages are required for locally funded projects over \$15,000 (for repair, maintenance) and over \$25,000 (for new construction). This is in compliance to SB7, as the City of Stockton is a Charter City. In accordance with the provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.

The contractor performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at:

<http://www.dir.ca.gov/DLSR/PWD/Determinations/Northern/Northern.pdf>. A copy of the wage rates are also posted on BidFlash. The contractor shall be responsible for posting said wage rate at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work. In those projects where federal funds are involved, as indicated by reference to or the inclusion of the federal Wage Determination in these "Instructions to Bidders," the minimum wages to be paid shall be the highest of either the State or federal prevailing wage rates.

Should the contractor choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the contractor shall reimburse the City of Stockton the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

(b) **PAYROLL RECORDS** - The prime Contractor to whom the contract is awarded shall insure that the prime and each subcontractor will, in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention: Contract Compliance Officer. It shall be the prime contractor's responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by the Labor Code.

(c) **APPRENTICESHIP STANDARDS** - The prime Contractor shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs.

## **11. BID ITEMS**

The listed bid quantities are approximate only, being given as a basis for the comparison of bids, and the City of Stockton does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work, as may be deemed necessary or advisable by the Project Manager.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total price for each bid item will be determined by extension of the unit price bid, multiplied by the estimated quantity set forth for the item. In case of a discrepancy between the item total price and the total determined by extension of the unit price bid, multiplied by the estimated quantity, the unit price shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. The total for lump sum items or lump sum bids shall be the amount set forth in the "Total" column.

All bids shall include for each item of work, in clearly legible figures, a unit price and a total price for the item in the respective spaces provided. Illegible or ambiguous figures shall be cause for rejection.

In determining the amount bid by each bidder, the City may correct mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid. When such a mathematical error appears in the Bidding Schedule, the City shall have the right to correct such error and to compute the total amount bid by each bidder on the basis of the corrected figure or figures.

When any item, for which an item unit price and/or an item total price has been included in the Bidding Schedule, is omitted from the total bid, the item total price shall be added to the total bid to arrive at a corrected total bid.

If, for any item, both the item unit price and the item total price are omitted from the Bid, then it shall be deemed incomplete and nonresponsive, and the Bid shall be disregarded.

## **12. WITHDRAWAL OF BIDS**

Bids may be withdrawn at any time up to official bid opening only upon written request to the City Clerk.

## **13. PUBLIC OPENING OF BIDS**

Bids will be publicly opened and read at the time and place indicated in the "Notice Inviting Bids." Bidders or their authorized agents are invited to be present.

**14. REJECTION OR IRREGULAR BIDS**

When bids are signed by an agent other than the officer or officers of a corporation authorized to sign contracts on its behalf, or are signed by an agent other than a partner of partnership, or by an agent for an individual, a Power of Attorney must be on file with the Department of Public Works, prior to opening bids or shall be submitted with the bid; otherwise, the bid will be rejected as irregular or unauthorized.

**15. COMPETITIVE BIDDING**

If more than one bid is offered by an individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such bids may be rejected. A party who has quoted prices on materials or work to a bidder is not thereby disqualified from quoting prices to other bidders.

All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this contract is in violation of the competitive bidding requirements of the City and may render void any contract let under such circumstances. A non-collusive affidavit is required.

**16. LIQUIDATED DAMAGES**

Bidders should note the provision for Liquidated Damages for this contract is specified in the contract Special Provisions.

**17. CONTRACT BONDS**

The Contractor shall furnish two (2) surety bonds, one performance bond guaranteeing the faithful performance of the work, and one labor and material bond securing the payment of laborers, mechanics or material or men employed on the work under contract. The surety which provides the bonds must be authorized by the Insurance Commissioner to transact business of insurance in California. All alterations, extensions of time, extra and additional work and other changes authorized by these specifications or any part of the contract shall be made without securing the consent of the surety or sureties on the contract bonds.

**18. BUSINESS LICENSE**

The contractor must obtain and maintain a valid City of Stockton business license throughout the fiscal periods embraced by the duration of the contract.

**19. INSURANCE**

Please see attached Exhibit C, Summary of Indemnity and Insurance Requirements Checklist. This form is for information and is not required to be submitted. Contractor shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this agreement the policies of insurance specified in Exhibit D, which is attached to this agreement and incorporated by this reference.

Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

The Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. Please contact City of Stockton Risk Services at (209) 937-5037. Any exceptions to this language may result in a non-responsive proposal.

It shall be a requirement under the Contract that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured.

Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City of Stockton's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Stockton (if agreed to in a written contract or agreement) before the City of Stockton's own Insurance or self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Payment Bond in the amount of the self-insured retention (SIR) may be required.

Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City of Stockton.

The City of Stockton reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the city at its sole discretion may purchase the coverage required and the cost will be paid by contractor.

Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the City of Stockton in the same manner and to the same extent as Contractor is bound to the City of Stockton under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the City of Stockton Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor shall require all sub-contractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and contractor will provide proof of compliance to the city.

## **20. WORKER'S COMPENSATION INSURANCE**

The successful bidder shall comply with all provisions of the Worker's Compensation and Safety Laws of the State of California, Divisions IV and V of the Labor Code, and shall use all of the accepted and best safety practices for the public and/or his/her employees.

In accordance with Labor Code Section 1725.5 et seq., the successful bidder, prior to executing the contract to do the work, shall take out and maintain in full force and effect workers compensation insurance with an insurance carrier authorized to transact business in the State of California covering the bidder's full liability for compensation to any persons employed who may be injured in the carrying out of said contract or the dependents thereof. Evidence of such workers compensation insurance



shall furnish to the City of Stockton an insurance certificate prior to the commencement of the work and said certificates shall contain a provision that the coverage thereunder will not be cancelled until at least thirty (30) days prior written notice has been given to the City.

## **21. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall hold harmless, defend, and indemnify City of Stockton and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

## **22. CONSTRUCTION AND DEMOLITION DEBRIS**

In order to comply with the California Integrated Waste Management Act of 1989, Assembly Bill 939, the City of Stockton requires that permitted construction and demolition projects recycle at minimum fifty percent (50%) of all materials generated by the projects to divert project waste from the landfills.

### **(a) CONSTRUCTION AND DEMOLITION RECYCLING PLAN**

After receiving a Notice to Proceed, the contractor is required to complete and submit a Construction/Demolition (C&D) Recycling Plan. This plan is meant to assist contractors with identifying the types of materials that will be generated as a result of the project, and prepare for a diversion of these materials from landfill disposal. The bidder must submit the C&D Plan to the City of Stockton Public Works Dept., Solid Waste & Recycling Division, 22 E. Weber Ave., Room 301, Stockton, CA 95202, prior to the start of the project. Bidders without a Notice to Proceed do not need to submit a C&D Recycling Plan, unless requested to do so by the City of Stockton. The City reserves the right to request additional information, as necessary, from the lowest apparent bidder.

### **(b) CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING REPORT**

Within 60 days after completion of the construction or demolition project, the contractor must complete and submit the Construction/Demolition (C&D) Recycling Report. The completed form must be accompanied by the official weight tags or disposal receipts, verifying the information provided in the report. The C&D Report, together with all weight tickets and receipts, must then be submitted to the City of Stockton Public Works Department, Solid Waste & Recycling Division, 22 E. Weber Avenue, Room 301, Stockton, CA 95202. Failure to provide the C&D Recycling Plan or Report may result in a five percent (5%) withholding of the contract amount. (See sample: <http://stocktonca.gov/government/departments/publicWorks/garbCon.html>)

## **23. LOCAL EMPLOYMENT ORDINANCE**

This project is subject to the requirements of the City's Local Employment Ordinance (Bid Forms). For further information, please see:

[Chapter 3.68 BIDDING, CONTRACTING AND PURCHASING PROCEDURES \(qcode.us\)](#)

The Contractor shall submit a Final Local Employment Ordinance Report upon completion of the project. Said Final Report shall be considered a final construction punch list item, and failure to submit the report shall be cause for withholding the Notice of Completion and release of retention. The Contractor shall submit a project Final Local Employment Ordinance Report in the suggested form and content as requested by the Project Manager.



The Contractor shall provide Monthly Local Employment Ordinance compliance Reports as part of the Contractor's progress pay requests. The form and content of the Monthly Reports shall provide the same information as requested by the Project Manager. Failure to submit said Monthly Reports could result in the City withholding 5% of the monthly progress payment until said report is submitted.

The Contractor shall promptly submit their Good Faith Effort documentation prior to execution of the construction contract. An explanation of the reasons for non-compliance and future good faith efforts which can lead to project compliance will be part of the Monthly Reports.

Monthly Reports shall be compiled with all applicable information and submitted at the end of the project as a part of the Final Report. All reporting required for the Local Employment Ordinance shall be paid as in all other items of work.

#### **24. COMMUNITY WORKFORCE TRAINING AGREEMENT**

Pursuant to the implementation of the Community Workforce Training Agreement (CWTA) adopted by the City Council on July 26, 2016, the successful bidder shall be required to comply with the provisions of CWTA. For any project subject to this Agreement, the Local Hire, Priority Apprentice and Workforce Development Program requirements shall apply in lieu of the requirements of Stockton Municipal Code Section 3.68.095 and no separate compliance with Section 3.68.095 will be required of the Contractors/Employers working on the project (Local Employment Ordinance form is replaced with CWTA Exhibit E).

#### **25. LOCAL BUSINESS PREFERENCE ORDINANCE**

The City's Local Business Preference Ordinance applies to this project (Bid Forms). For further information, please see:

[Chapter 3.68 BIDDING, CONTRACTING AND PURCHASING PROCEDURES \(gcode.us\)](#)

#### **26. SANCTIONS**

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

#### **27. SAMPLE CONTRACT**

A sample contract is attached (Exhibit F) and could be subject to change.



**ADD EXHIBIT A HERE**  
**CITY OF STOCKTON QUALITY ASSURANCE PROGRAM**

**ADD EXHIBIT B HERE**

**CITY OF STOCKTON CITY ADMINISTRATIVE DIRECTIVE NO. HR-15,  
DISCRIMINATION AND HARASSMENT POLICY**

EXHIBIT C  
SUMMARY OF INDEMNITY AND INSURANCE REQUIREMENTS CHECKLIST

This checklist is provided to assist in ensuring proponents provide all documentation required by the insurance exhibit (Exhibit D). The insurance exhibit details the insurance terms to be met and is controlling.

Insurance Certificate(s)/Endorsement(s):

Certificate of Insurance:

- \_\_\_\_\_ Name of Insured on Certificate matching Company named on Contract
- \_\_\_\_\_ Certificate lists City of Stockton as Additional Insured
- \_\_\_\_\_ Certificate Holder block reads: City of Stockton, Attn: Risk Services, 425 N El Dorado Street, Stockton CA 95202
- \_\_\_\_\_ Insurance Coverages/Limits are correct per the insurance requirements exhibit
- \_\_\_\_\_ General Liability is on occurrence basis
- \_\_\_\_\_ Insurance Company acceptable financial rating (not less than "A: VII," and California Admitted carrier)
- \_\_\_\_\_ Endorsement(s) are attached to the insurance certificate(s)
- \_\_\_\_\_ Declarations and endorsement page for the general liability are attached to the insurance certificate
- \_\_\_\_\_ Additional Insured Endorsement(s) wording: "City of Stockton, its Mayor, Council, Officials, Employees, Agents and Volunteers are Additional Insureds."
- \_\_\_\_\_ Additional insured form is at least as broad as CG 20 10 11 85
- \_\_\_\_\_ Endorsement(s) include:
  - Additional Insured endorsement for:
    - current/ongoing operations (General Liability)
    - completed operations (General Liability)
  - Primary and Non-Contributory (General Liability)
  - Waiver of Transfer of Rights of Recovery Against Others to Us (General Liability)
  - Waiver of Transfer of Rights of Recovery Against Others to Us (Workers' Compensation)

Contract Bond(s):

- \_\_\_\_\_ Name on Bond matches Company name on Contract
- \_\_\_\_\_ Surety Admitted to transact Surety in California
- \_\_\_\_\_ AMB Best Rated at least "A:VIII"
- \_\_\_\_\_ Faithful Performance Bond(s) and Labor & Material Bond(s) at 100% of contract
- \_\_\_\_\_ Maintenance Bond(s) at 20% of contract
- \_\_\_\_\_ Bond(s) signed and sealed by Contractor and Surety

**INSURANCE EXHIBIT D GOES HERE**



**ADD CWTA REPORTING FORMS EXHIBIT E**

**ADD SAMPLE CONTRACT HERE (EXHIBIT F)**