CITY OF ROSEVILLE

NOTICE TO BIDDERS

RFQ 2074

NOTICE IS HEREBY GIVEN that sealed bids for Fire Station 3 Roof Replacement will be received by the City of Roseville. Bids will be accepted ONLY at the office of the City Clerk, Roseville Civic Center, **311 Vernon Street, Roseville, California**, until 3:00 p.m., August 13, 2013. Said bids will be publicly opened and read aloud at the City Clerk Research Room, 311 Vernon Street, Roseville, CA, at 3:05 p.m., August 13, 2013. Specifications and bid forms for the submitting of a proposal shall be obtained at the office of the Central Services Director or online at www.roseville.ca.us, and each bid shall be submitted only upon that form. Right is reserved to reject any or all bids and to waive any informalities or irregularities in any bid or in the bidding.

July 26, 2013

Date

Samuel D. Elmer
Purchasing Supervisor

IMPORTANT!!!

The City is not responsible for misdelivered bids, and the Bidder is strictly liable for its chosen method of delivery. It is the Bidder's sole responsibility to make sure that bids arrive at the proper location. Any bid which does not actually arrive in the City Clerk's Office by the date and time of the bid opening will be rejected as non-responsive, even if properly addressed or delivered to another City Department.

Your bid **MUST** be addressed and delivered as follows:

City of Roseville
Attn: Sonia Orozco, City Clerk
311 Vernon Street
Roseville, CA 95678

The Bidder is also directed to place the enclosed bid label, without alteration, on the outside of the package or envelope so that it is visible when delivered to the City.

SEALED BID

CITY OF ROSEVILLE CALIFORNIA

IMPORTANT
NOTICE TO BIDDER

*The envelope containing your bid **MUST** have:*

1. Your name and address in the **UPPER** left corner.
2. This label on the **LOWER** left corner.

INVITATION NO.
RFQ 2074

DATE OF OPENING
August 13, 2013

TIME OF OPENING
3:05 A.M. X P.M.

BID FOR
Fire Station #3
Roof Replacement

SEALED BID

CITY OF ROSEVILLE
INVITATION FOR BID AND AWARD [FORMAL]

RFQ NO. 2074

Issued By:	Central Services Director Purchasing Dept City of Roseville, CA	Telephone: (916) 774-5720 Fax: (916) 774-5736	Date Issued: July 26, 2013	Page No.	No of Pages

Sealed bids, subject to the Terms and Conditions of this Invitation for Bids and the accompanying Schedule, such other contract provisions, specifications, drawings, or other data as are attached or incorporated by reference in the Schedule, will be received at the office of the **City Clerk, 311 Vernon Street, Roseville, CA 95678**, until **3:00 p.m.,** Pacific Time on **August 13, 2013** and at that time publicly opened, for furnishing the equipment, supplies, or services described in the accompanying Schedule. Bid bond in the amount of 10% is required. Performance and payment (labor and materials) bond in the amount of 100% of the total amount of the bid shall be furnished by the successful bidder in accordance with Paragraph 11 of Terms and Conditions.

General information and instructions to bidders are contained in the terms and conditions on the attached page.

SCHEDULE

Please quote your best price, delivered FOB to the City of Roseville, in accordance with all specifications, terms, conditions, and attachments of RFQ 2074, for the following:

2 Roof Sight Screens $_____
(Optional Purchase)

Total Lump Sum Bid Price $_____
(Exclude pricing of Sight Screens from your Total Lump Sum Bid)

DO NOT INCLUDE SALES TAX IN YOUR BID

Notes:

- Direct all questions regarding this RFQ to Peter Brevik in writing ONLY, via EMAIL at pBrevik@roseville.ca.us or by fax at 916-774-5736. **Questions *MUST*** be submitted no later than Thursday, **August 8, 2013 at 1:00 p.m.**
- Submit (1) ***ONE*** original and (2) ***TWO*** copies of your bid package. Please mark packages, "original" and "copy".
- Bidder agrees to offer the City of Roseville and other public entities, public utilities, or non-profit public benefit corporations the item(s) and price(s) quoted herein, under the same terms and conditions of this RFQ, for a period of up to __year(s). Price(s) may be adjusted in an amount not to exceed increases reflected in the U.S. Dept. OF Labor/Consumer Price Index_____ (Bidder to specify which index applies).

IMPORTANT: THE ATTACHED STICKER MUST APPEAR ON THE OUTSIDE OF THE SEALED BID ENVELOPE WHEN SUBMITTING A SEALED BID.

In compliance with the above, the undersigned offers and agrees to furnish any or all of the items or services enumerated on which prices are quoted at the unit price set opposite each item and deliver them at the designated point(s) within the time specified.
BIDDERS MUST COMPLETE THE FOLLOWING:
Discount terms: ____% ____ days.
Bidder agrees to accept payment by City Visa Credit Card. Yes No **Bidding and award on "all or none" basis.**

Name and Address of Bidder:	Signature of Person Authorized to Sign Bid:	Date of Bid:
BIDDER TO INDICATE STATUS, AS TO: "PARTNERSHIP", "CORPORATION", "SOLE PROPRIETORSHIP", ETC.	Type or Print Signer's Name, Title, Phone No. and Email	

CITY OF ROSEVILLE
RFQ 2074
FIRE STATION #3 ROOF REPLACEMENT

GENERAL INFORMATION

The purpose of this Request for Quotation (RFQ) is to solicit bids to provide all equipment, labor and materials for the Fire Station #3 Roof Replacement. The successful bidder will be awarded a service agreement (see sample) and must comply with all terms and conditions located on page 2 of the document. Alterations to the terms and conditions will not be allowed. The successful bidder must provide the City or Roseville, and keep in full force and effect during the term of this contract, insurance certificates issued by and insurance company authorized to do business in California.

Please submit an original bid response with two (2) copies – a total of three (3) bid packages. Do not submit any information that is not absolutely necessary in the evaluation of your bid.

Required Meeting
A mandatory job walk will be held on Tuesday August 6th, 2013 at 9 A.M. The location will be:

Roseville City Council Chambers
311 Vernon Street
Roseville, CA 95678
2nd Stop
Fire Station #3
1300 Cirby Way
Roseville, CA 95661
Contractor bids who do not attend the mandatory meeting will be rejected. To pre-register, email Dan Allen at the City or Roseville Central Services dallen@roseville.ca.us **Tardiness will be grounds for disqualification.**

Information
Work Hours: 8AM – 5PM on Monday-Friday only
Sight Screens on the roof of the fire station will be listed separately on the bid sheet as the City will have the option to make this purchase based on pricing and availability of funds. Winning bid will be based on Total Lump Sum Bid Price and Sight Screens will be considered an option. Job must be complete by October 18th, 2013.

Bonds
The successful bidder will be required to provide a 10% bid bond, a 100% performance and payment (labor and materials) bonds prior to award by City Council.

Licenses
The successful bidder must have all necessary licenses and permits required by Federal, State, County and municipal laws, ordinances, rules and regulations. The bidder shall maintain these licenses and permits. Failure to maintain a required license or permit may result in immediate termination of the agreement.

Award
Any resulting service agreement will be done in accordance with all specifications, terms and conditions of this RFQ. The City reserves the right to cancel this contract upon thirty (30) days written notice if the City determines that service, product quality, or response times are not in accordance with the specification of this RFQ. The award will be made to the lowest responsive bidder based on the evaluation criteria. Failure to provide information/answers and/or incomplete information/answers may result in a "non-responsive bidder."

Required Documents
The following documents included in this RFQ must be returned in your bid response along with any other requested information to be used in the evaluation of your bid:

a. Invitation for Bid and Award (Formal) (contains name, address, and signature of bidder)
b. Sub-Contractor List
c. Bid Bond
d. Asbestos Notification Signature Page

City of Roseville

PREVAILING WAGE NOTIFICATION

This is a prevailing wage project. Accordingly, all prevailing wage and fair employment laws and regulations shall be adhered to. For prevailing wage contracts over $25,000.00, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the Department of Industrial Relations and/or the following website address:

http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm

PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT
No:

SERVICE LOCATION:

REQ. NO.: _____DATE: _____

SUBMIT ALL INVOICES TO:
CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.:
Telephone No.: Fax:

Department:

Contractor:

Acct. Code:

Buyer:
Phone:

Start Date	Terms	Completion Date	Insurance Limits	Contact
			Approved by Risk Mgt.	

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

SAMPLE

NOTE: Prevailing wage laws and fair employment practices apply to this agreement. Certified payroll documents must be submitted with your invoice(s) to the City's Accounts Payable office (see item 9 of the attached provisions).

Contractor License No.: _____
Business License No.: _____

Total Cost of Service:
$ _____

ATTENTION: Total cost of service not to exceed the above amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions on page 2 of this document titled "Service Agreement".

CONTRACTOR:

By: _____

Title: _____

By: _____

Title: _____

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____
Ray Kerridge
City Manager

Distribution: 1- Purchasing, 1 - Contractor, 1 - Originating Dept

1. Contractor shall hold harmless, defend and indemnify the City of Roseville and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out 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 of any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Roseville.
2. Contractor is an independent contractor, and shall not be considered an officer, agent, or employee of City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided vendor is given a 30 day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices will be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

10a. Unless otherwise specified, the Contractor shall maintain the following policies of insurance in full force and effect during the term of this Agreement in the amount shown below. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

Commercial General Liability Insurance (policy to be as broad as the standard ISO form)	$1,000,000 per occur/$2,000,000 aggregate
Automobile Liability Insurance including owned, hired, and non-owned vehicles.	$500,000 per person/$1,000,000 per accident
Workers' Compensation	Statutory

10b. All insurance coverages of Contractor are primary insurance as to City. City shall not be required to contribute to any loss through its insurance policies and/or self-insured programs.

10c. The limits of insurance coverages specified above in no way limit the liability of Contractor for full payment and resolution of any claim resulting from Contractor's performance of services under this Agreement.

10d. A certificate of insurance, in a form approved by the Risk Management Division, shall be provided by Contractor prior to the execution of this agreement. The City requires at least 30 days prior written notice to the City of any material change or cancellation (10 day for non-payment). The certificate shall include an endorsement naming the City of Roseville, its officers, agents, employees and volunteers as an Additional Insured for on-going and completed operations. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible. Any deductibles or self-insured retentions must be declared on the certificate of insurance and approved by the City in writing.

10e. The Workers' Compensation policy shall contain the insurer's waiver of subrogation in favor of the City, its officers, agents and employees.

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements.

ASBESTOS NOTIFICATION TO CONTRACTOR

The City of Roseville Facility Maintenance & Operations Division is committed to providing a safe and healthy work environment for all personnel. The asbestos that has been identified in City of Roseville facilities is located in restricted access areas such as mechanical rooms, boiler rooms, and attics. It is in good condition and does not pose any hazard during normal operations.

Visual inspections and air samples indicate that airborne asbestos levels in the buildings are much lower than those in industrial workplaces where serious adverse health effects have been observed. Asbestos-containing materials pose no threat to your health unless the fibers become airborne. Any contractor maintenance/ construction/ renovation activity involving intentional or accidental contact with friable materials can release fibers. Therefore, it is important not to disturb the asbestos materials. Only authorized and properly trained personnel should perform any work which may disturb asbestos materials. All contractor operations performed in areas where asbestos is present must be reviewed by the City of Roseville Facility Maintenance & Operations Division prior to initiation of activities.

Contractor acknowledges receipt of the attached "Asbestos Notification" identifying the City of Roseville Facilities that may contain asbestos, and agrees to distribute the Notice to all its personnel prior to their commencing work in such buildings. Contractor agrees to coordinate with the City of Roseville Facility Maintenance & Operations Division for special asbestos handling instructions to be given to all Contractor personnel prior to their commencing work, if any, which could disturb asbestos in City of Roseville, controlled buildings.

Pursuant to the California Health and Safety Code (Chapter 10.4, Section 25915), each employee has the right to review **all** reports about surveys, bulk sampling and air sampling. If you have questions regarding operational procedures for contractor activities, contact the City of Roseville Facility Maintenance & Operations Division, 916 774-5740.

See attached Table 1 for a list of facilities built before 1979:

ASBESTOS NOTIFICATION TO CONTRACTOR

Table 1

ACM Identified	Facilities Built Pre 1979 That May Contain Asbestos	Year Built
No	316 Vernon	1930
Yes	311 Vernon, City Council Chambers/ Finance/ City Clerk,	1970
No	225 Taylor St. Downtown Library - 95678	1974
Yes	557 Lincoln St Carnegie Museum -. 95678	1912
Yes	415 Vernon St. Tower Theatre - 95678	1940
Yes	401 Oak St. 95678	1974
No	1300 Cirby Way FIRE STATION #3 - 95661	1963
No	100 Old Corp Yard Rd. Old Corp Yard - 95678	1940
No	9595 Barton Rd. Water Treatment Plant Operations BLDG's - 95746	1965
Yes	1800 Booth Rd. Waste Water Treatment Plant Operations BLDG's -	1962
No	190 Park Dr. Royer Recreation BLDG's. - 95678	1950
Yes	400 Lincoln St. Fire Museum - 95678	1930
No	349 Diamond Oaks Blvd. Diamond Oaks Golf - 95678	1965
No	4th & D Street Johnson Pool,	1950
No	1203 Gabrielli Drive, Sunrise Lions Club	1960
No	315 Church Street	1940
No	330 Vernon	1940
No	402 Atlantic Street Water Well BLDG	1959
No	231 Church Street Water Well BLDG	1976
No	124 Pacific Street Water Well BLDG	1976
No	1002 Darling Way Water Well BLDG	1970
No	1746 Chelsea Way Water Well BLDG	1976
No	301 Alta Vista Lift Station	1977

Contractors Signature Required:

Name/Title: _____

Signature: _____

Date: _____

SUBCONTRACTOR LIST

If subcontractors will not be used, bidder must write "NONE".

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

Roof Replacement Specification
Fire Station #3

PART 1 GENERAL

1.1 SCOPE OF WORK

A. Furnish and install specified roofing and related components to designated roof areas at Fire Station #3.

B. Work includes:
1. Removal and replacement of designated roofing.
   a. Existing roof tested positive for asbestos.
   b. Sight screens and abandoned water heating units will be included in roof removal process.
2. Installation of the following:
   a. Two plies of 30# felt.
   b. Granule surfaced, Cool Roof rated asphalt shingle roofing.
   c. Associated metal flashing.
   d. New 7” seamless gutters.
   e. New sight screens around two HVAC units.
3. Sight Screens will be listed separately on the bid sheet as the City will have the option to make this purchase based on pricing and availability of funds.

1.2 REFERENCES

A. ASTM D 225 - Standard Specification for Asphalt Shingles (Organic Felt) Surfaced with Mineral Granules.

B. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.

C. ASTM D 3018 - Standard Specification for Class A Shingles Surfaced with Mineral Granules.

D. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).

E. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.

1.3 SUBMITTALS

A. Product Data: Provide manufacturer's printed product information indicating material characteristics, performance criteria, and product limitations.

B. Manufacturer's Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.

C. Sight Screen Manufacturer and Installation Instructions.

1.4 QUALITY ASSURANCE

A. Contractor shall:
   1. Be experienced in shingle roof installation.
   2. Be acceptable by City of Roseville.
   3. Be a Manufacturer Approved Contractor.
   4. Have not been in Chapter 7 during the last ten (10) years.

B. Maintain one copy of manufacturer's application instructions on project site.

C. Verify that manufacturer's label contains reference to specified ASTM standards.

1.5 WARRANTY

A. Manufacturer's Warranty: Furnish shingle manufacturer's warranty for product(s) of this section as follows:

   ASPHALT FIBER GLASS SHINGLES

   1. CertainTeed Landmark Solaris: Lifetime limited warranty.

B. Warranty Supplement: Provide manufacturer's supplemental ("CertainTeed SureStart" or “SureStart Plus”) warranty to cover labor and materials in the event of a material defect for the following period after completion of application of shingles:

   1. First ten years.

PART 2 PRODUCTS

2.1 MANUFACTURER

A. Provide products manufactured by CertainTeed Corporation, Architectural Support Group, P.O. Box 860, Valley Forge, PA 19482. Tel: (800) 233-8990, Fax: (610) 341-7940.

B. Substitutions of ASTM shingles that meet or exceed those specified will be allowed based upon City of Roseville acceptance.

2.2 ASPHALT FIBER GLASS SHINGLES

A. **CertainTeed Landmark Solaris Shingles**: Conforming to ASTM D 3018 Type I - Self-Sealing; UL Certification of ASTM D 3462, ASTM D 3161 Class “F” (110-mph)/UL997 Wind Resistance, and UL Class A Fire Resistance; glass fiber mat base, ceramically colored/UV resistant mineral surface granules across entire face of shingle; three-layer laminated four-tab shingle.

1. Weight: 250 pounds per square (100 square feet).
2. Color: To be determined by Owner.

2.3 SHEET MATERIALS

A. Underlayment: 30 lb. asphalt-impregnated fiberglass-reinforced organic felt designed for use on roof decks as a water-resistant layer beneath roofing shingles. ASTM 4869.

2.4 FLASHING MATERIALS

A. Sheet Flashing: ASTM A 361/A 361M; 24 gage bonderized steel with minimum G115/Z350 galvanized coating.

B. Gutters: 7” seamless gutters with white pre-painted finish.

2.5 ACCESSORIES

A. Nails: Standard round wire type roofing nails, corrosion resistant; hot dipped zinc coated steel, aluminum, or chromated steel; minimum 3/8 inch head diameter; minimum 11 or 12 gage shank diameter; shank to be of sufficient length to penetrate through roof sheathing or 3/4 inch into solid wood, plywood, or non-veneer wood decking.

B. Asphalt Roofing Cement: ASTM D 4586, Type I or II.

2.6 FLASHING FABRICATION

A. Form flashing to protect roofing materials from physical damage and shed water.

B. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions.

B. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surface.

C. Verify roof openings are correctly framed prior to installing work of this section.

D. Verify deck surfaces are dry and free of ridges, warps, or voids.

3.2 ROOF DECK PREPARATION

A. Follow shingle manufacturer's recommendations for acceptable roof deck materials.

B. Broom clean deck surfaces under eave protection and underlayment prior to their application.

3.3 INSTALLATION - PROTECTIVE UNDERLAYMENT

A. Install two layers of asphalt felt shingle underlayment perpendicular to slope of roof and lap minimum 4 inches over eave protection.
   1. Install according to manufacturer’s instructions.

B. Weather-lap and seal watertight with asphalt roofing cement items projecting through or mounted on roof. Avoid contact of solvent-based cements with WinterGuard.

3.4 INSTALLATION - VALLEY PROTECTION

A. For "closed-cut," "woven," and "open" valleys, first place one ply of WinterGuard, minimum 36 inches wide, centered over valleys. Lap joints minimum 6 inches. Follow instructions of shingle and waterproofing membrane manufacturer.

3.5 INSTALLATION - METAL FLASHING

A. Weather-lap joints minimum 2 inches.

B. Seal work projecting through or mounted on roofing with asphalt roofing cement and make weather-tight.

C. Replace gutters with new 7” seamless gutters. Re-use existing downspouts.

3.6 INSTALLATION - ASPHALT SHINGLES

A. Install shingles in accordance with manufacturer's instructions for product type and application specified.

B. Install edge metal at rake edges.

3.7 FIELD QUALITY CONTROL

A. Visual inspection of the Work will be provided by the City of Roseville.

3.8 PROTECTION OF FINISHED WORK

A. Protect finished work.

B. Do not permit traffic over finished roof surface.

C. Remove all dirt and debris from the field of the roof and the gutters. Inspect the building grounds and remove all miscellaneous debris.

END OF SECTION

Bond No. _____
Premium $_____

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: _____)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____ as contractor ("PRINCIPAL") for the public work described as _____ _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____ _____a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY in the sum of _____ _____dollars ($_____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents and employees, as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the PRINCIPAL, his or its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect the CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution

of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the SURETY shall continue so long as any obligation of the PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forebearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the ____ day of _____, 20___.

PRINCIPAL:

BY:_____
PRINT NAME: _____
PRINT TITLE: _____

AND

BY: _____
PRINT NAME: _____
PRINT TITLE: _____

SURETY:

BY:_____
PRINT NAME: _____
PRINT TITLE:_____

MAILING ADDRESS: _____
_____
_____

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
BRITA J. BAYLESS
City Attorney

Bond No. _____
Premium $_____

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
(Project: _____)

WHEREAS, the City of Roseville ("City"), has awarded a bid and contract to _____ _____ as contractor ("PRINCIPAL"), for the public work described as _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____ a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY, ("SURETY") are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ _____ dollars ($_____) (which amount is not less than 100% of the contract price) and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in § 3181 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorney's fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file a Stop Payment Notice pursuant to the provisions of § 9350 et seq. of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forebearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the _____ day of _____, 20__.

PRINCIPAL:

BY:_____
PRINT NAME: _____
PRINT TITLE: _____

AND

BY: _____
PRINT NAME: _____
PRINT TITLE:_____

SURETY:

BY:_____
PRINT NAME: _____
PRINT TITLE:_____

MAILING ADDRESS:

_____
_____
_____

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
BRITA J. BAYLESS
City Attorney