



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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## REQUEST FOR INFORMAL BID (RFIB)

for the

### CROWLEY LAKE COMMUNITY CENTER SKATEPARK PARKING LOT IMPROVEMENTS

Submission Deadline:

**3:30 PM PDT ON TUESDAY, SEPTEMBER 13, 2016**

Dear Contractor:

The County of Mono, through its Department of Public Works (Public Works), is soliciting informal bids from qualified California-licensed contractors with a Class A: General Engineering, or a Class C-12: Earthwork and Paving Contractors license for construction of a parking lot which will include an ADA accessible pre-fabricated restroom. Under Labor Code section 1725.5, no contractor or subcontractor may be listed in the bid proposal (with limited exceptions stated in Labor Code section 1771.1) or awarded a contract for the work unless registered with the Department of Industrial Relations. This work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### **SITE LOCATION**

Mono County, Crowley Lake Community Center (CLCC), 58 Pearson Road, Crowley Lake, CA 93546.

#### **SITE DESCRIPTION**

The work site is the parking area of the CLCC adjacent to Pearson Road.

#### **PROJECT**

The Project consists of constructing a parking lot with an ADA accessible sidewalk and a pre-fabricated single occupancy restroom. The parking lot is an addition to the existing CLCC parking lot. It will add eleven (11) parking spaces and create a paved loop drive. The sidewalk will be ADA compliant and create a finished boundary edge for the future skatepark. The pre-fabricated restroom will have water, sewer and electrical utilities. The contractor will be responsible for a properly prepared aggregate sub-base and utility stub-ups for the restroom building. The pre-fabricated restroom will be delivered, landed, and connected to the utilities by the supplier. Installation of the building will occur before paving of the parking lot.

The Project Plans are included as Exhibit 1. The Project Plans include: the Site Plans, the CXT Precast Products Building Plans, the Mountain Meadows Mutual Water Company (MMMWC) Meter Pit

Details, the Hilton Creek Community Service District (HCCSD) sewer utility information, and the Bid Schedule. As indicated in Exhibit 1, MMMWC requires a Sensus brand water meter with Touch Read. The water connection fee for the pre-fabricated bathroom is waived as it is considered included under the original connection of the CLCC parcel.

Printed copies of the Project Plans may be obtained by contacting Peter Chapman at [pchapman@mono.ca.gov](mailto:pchapman@mono.ca.gov), by phone at 760-932-5446, or by mail at P.O. Box 457, Bridgeport, CA 93517.

Work products and project work shall be completed consistently with generally-accepted practices for the industry and in accordance with the Project Documents, which include the Notice of Request for Informal Bids, this RFIB, the Project Plans (Exhibit 1), the Draft Standard Agreement, with its Exhibits (Exhibit 2), and the List of Subcontractors (Exhibit 3).

### **PROJECT SCHEDULE**

The work shall be completed within 120 calendar days.

### **SITE ACCESS AND USE OF PREMISES**

The successful Bidder, as contractor, shall have full use of the facility for project operations, including storage of equipment and materials to be used in or incorporated into the work, provided that such use does not interfere with facility traffic, parking, or events. Contractor's work schedule shall be coordinated with Public Works to ensure that there are no conflicts with facilities or road crew operations.

### **EXISTING CONDITIONS**

The successful Bidder, as contractor, shall take all reasonable precautions to prevent damage to the facility arising from the performance of the requested services and work. The contractor shall repair and/or be responsible for any such damage at no additional cost to the County and as set forth in the Draft Standard Agreement (Exhibit 2). Repairs or replacement required as a result of such damage shall be performed to the County's satisfaction.

### **LABOR REQUIREMENTS**

This project constitutes a public work within the meaning of California Labor Code Sections 1720 and 1720.3. As such, the successful Bidder, as contractor, and any subcontractor, shall be required to pay not less than the general prevailing rate of per diem wages (prevailing wages) specified for each craft and classification of worker employed in the execution of the project. These requirements are set forth in detail in the Draft Standard Agreement (Exhibit 2).

### **LICENSES**

- A. The successful Bidder, as contractor, will be required to furnish a valid Mono County Business License issued by the Mono County Treasurer prior to commencing the work and to maintain such license throughout the duration of the work.
- B. All Bidders, contractors, and subcontractors shall be licensed in accordance with the laws of the State of California. The Contractor shall possess and maintain a Class A: General Engineering, or a Class C-12: Earthwork and Paving Contractors license for the work and be registered with the California Department of Industrial Relations.

**PROPOSALS**

- A. Before submitting a bid, Bidder shall carefully read the Project Documents, including this RFIB and its Exhibits, and inform itself fully as to all existing conditions and limitations, which may include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in this RFIB, the approved Plans and Specifications, the Notice Inviting Bids, and the Draft Standard Agreement. The submission of a bid shall be conclusive evidence that the Bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Documents.

The bid may be made on Bidder's own forms, accompanied by the completed List of Subcontractors (attached to this RFIB as Exhibit 3) and shall be clearly labeled as pertaining to:

**CLCC Skatepark Parking Lot Improvements**

- B. The bid amount shall include the furnishing of all labor, supervision, equipment, tools, materials, tax, supplies, transportation, insurance, bonds, and all other items necessary to perform the work and services requested.
- C. In accordance with Public Contract Code Section 4104, all bids shall set forth the name, the location of the place of business, and the California contractor's license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the Project, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid. The Bidder shall complete, and submit with its bid, the worksheet entitled "List of Subcontractors" attached to this RFIB as Exhibit 3.
- D. Should a Bidder find discrepancies in, ambiguities, or omissions from, the Project Documents or should there be doubt as to their meaning, he or she shall at once notify the Project Manager and, should it be found necessary, a written addendum or bulletin of instructions will be sent to all plan-holders. Failure to raise such concerns prior to the submission of a bid will be deemed to waive such issues following the award of a contract.
- E. No representative of the County or its agent, or anyone else, is authorized to give oral instructions, interpretations, or explanations of the Project Documents, and a submission of a bid constitutes agreement by the Bidder that he or she has placed no reliance on any such oral explanation or interpretation. However, upon inquiry by a Bidder, the County or its agent may direct the Bidder's attention to the specific provisions of the Project Documents that cover the subject of the inquiry.
- F. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. Unauthorized conditions, limitations, or provisions attached to a bid may cause its rejection.
- G. A Bidder may modify its bid by written communication provided such communication is received by Public Works up to, but not later than, the bid-submission deadline.

- H. Bids may be withdrawn without prejudice by the Bidder up to, but not later than, the time fixed for the bid submission deadline. Such withdrawal may be made by written letter or by email request.

**BID SUBMITTAL AND OPENING**

- A. The Proposal must be received in a sealed, opaque envelope clearly labeled:

**CLCC Skatepark Parking Lot Improvements**

- B. To be considered, bids submitted in response to this RFIB shall be delivered no later than **3:30 pm on Tuesday August 30, 2016** to:

The Clerk of the Board of Supervisors. Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 715, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.

Any bids received after the bid submission deadline shall not be considered and may be discarded or returned unopened at Public Works' sole discretion.

- C. As soon as is practicable following the submittal deadline, all bids received by Public Works as of the bid submission deadline will be taken to the Department of Public Works conference room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend.

**BID EVALUATION**

- A. After all bids are opened and publicly announced, personnel from the Mono County Department of Public Works (Public Works) will evaluate the bids, identify the lowest responsive bid by a responsible Bidder, and distribute to all bidders a Notice of Intent to Award the contract to that identified Bidder along with a ranked tabulation of all bid amounts submitted. In the event of a discrepancy between the numeric total bid written and the numeric total bid calculated, the bid amount calculated by multiplying each item quantity by the unit price and then adding each item of the proposal shall prevail.
- B. Bid evaluation will consist of reviewing submitted bids for responsiveness, ranking the responsive bid amounts from lowest to highest, and investigating whether the apparent low Bidder, and such other Bidders as Public Works deems appropriate, appears to be a "responsible bidder." Said investigation will involve checking the Contractor's and any listed subcontractor's license status and eligibility to contract for public works, and may also include a request for Bidder references and/or insurance certificates, a request for documents demonstrating the Bidder's solvency and available resources to timely complete the work, and consideration of the Bidder's performance on any prior contracts with the County.

**RETENTION**

As required by Public Contract Code Sections 20104.50 and 9203, County shall withhold five percent (5%) of the cost of work and materials from each progress payment made. However, pursuant to Section 22300 of the Public Contract Code, the successful Bidder (as contractor) may substitute securities for any moneys withheld by the County to ensure performance under the contract. After fifty percent (50%) project completion, the County may make remaining progress payments in full if it determines that satisfactory progress is being made in the completion of the work.

**SUBSTITUTION OF SUBCONTRACTORS**

- A. If awarded a contract, the contractor shall perform with his or her own organization contract work amounting to not less than 30 percent (30%) of the original total contract price. The contractor shall give its personal attention to the fulfillment of the contract and shall keep the work under its control. All persons engaged in the project work will be held responsible for their work, which shall be subject to the provisions of the Contract Documents.
- B. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract as specified above, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under conditions hereinafter set forth.
- C. No contractor whose bid is accepted shall, without consent of the Public Works Director and/or as authorized by law:
- (1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid; or,
  - (2) Permit any subcontractor to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or,
  - (3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the Bidder's bid as to which its original bid did not designate a subcontractor.
- D. Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency, necessity, or otherwise in accordance with the Public Contract Code, and then only after a finding has been made in writing, by and as public record of the Public Works Department, setting forth the facts constituting such emergency, necessity, or statutory basis for the substitution.
- E. It is the County's opinion that if haulers are used merely to convey materials and will not excavate or load the material and if they will not apply judgment as to the suitability of the material to meet project specifications, they do not need to be identified on the "List of Subcontractors" in the bid forms.

**NON-COMMITMENT**

Issuance of this RFIB does not commit the County to award the contract, to pay any costs incurred in preparation of a bid in response to this request, or to procure or contract for services. The County reserves the right to reject any or all bids received in response to this solicitation in accordance with the Public Contract Code.

**BID PROTESTS**

- A. A bid protest period shall commence immediately upon distribution of the Notice of Intent to Award the Contract, during which time any person or entity that submitted a bid may file a protest in accordance with the directions below with respect to that apparent low bid, or to any other bid submitted, and/or with respect to the qualifications or responsibility of the apparent low Bidder, or of any other Bidder.
- B. Bidders who wish to lodge a protest as to the award of the contract must do so before 4:30 p.m. of the third (3rd) business day following the date printed on the Notice of Intent to Award the Contract. Bid protests must be received by the Mono County Department of Public Works, located at 74 North

School Street, Post Office Box 457, Bridgeport, California, 93517, before the bid protest deadline. Delivery may be by mail or hand delivery to this address or by email to pchapman@mono.ca.gov. Failure to timely file a written protest shall constitute a waiver of the right to protest. Untimely protests will not be accepted or considered.

- C. Bid protests must be submitted in writing and include the following: 1) the name of the person or entity making the protest, 2) the name of the bid project, 3) a complete statement of all legal and factual grounds for the protest, 4) any documentation supporting the protestor's grounds for the protest, and 5) the form of relief requested and the legal basis for such relief.
- D. If a valid protest is timely filed, the Department of Public Works shall investigate the bid protest. The protested Bidder shall have three (3) business days to respond to the Department and to provide any information requested by the Department. The Department shall respond to the protesting party, stating its findings. The Director of the Department of Public Works or his designee shall make a determination on the bid protest. Such determination shall be final.
- E. The protest procedure described herein must be pursued and exhausted before any person or entity may commence litigation against the County of Mono, or any of its officers, agents, or employees related to or arising out of the award of a contract for the construction of the project to a Bidder whose winning bid could have been the subject of a protest as outlined above or arising from this bid process.
- F. After expiration of the bid protest deadline, the County may, in its discretion: Award a contract notwithstanding the filing of a bid protest; refrain from awarding a contract pending resolution of any or all bid protests; or otherwise proceed as it deems appropriate including, without limitation, rejecting all bids received.

### **CONTRACT AWARD**

- A. If the County chooses to award a contract for this project, it will be awarded to the responsible Bidder who has submitted the low bid that complies with and is responsive to this RFIB and the Project Manual, provided that bid is reasonable and it is in the interest of the County to accept it. Should this RFIB result in the award of a contract, the contract will not be in force until it is approved and fully executed by the County and the successful Bidder.
- B. The County reserves the right to accept or reject any and all bids after submittal. The County further reserves the right to waive any informality or irregularity in any bid to the extent allowed by law. The County assumes no responsibility for any costs the Bidder may incur, regardless of whether or not a contract is awarded.
- C. Contract award, if made, is anticipated to occur within two weeks after the date of bid opening but could occur up to 60 days after said date. In such event, all Bidders will be notified in writing that additional time will be required. No bid can be withdrawn during that period unless such withdrawal is authorized by the Public Contract Code or other applicable law.
- D. Any contract awarded as a result of this RFIB will be awarded without discrimination based on race, color, religion, sex, disability, medical condition, marital status, age, sexual orientation, national origin, or membership in any other class subject to the protections of the Fair Employment and Housing Act and/or Title VII of the 1964 Civil Rights Act.

**CONTRACT EXECUTION**

- A. Accompanying the County's Notice of Award will be the Agreement, a draft of which is attached to this RFIB as Exhibit 2, which the successful Bidder will be required to execute and return, together with the required bonds and certificates of insurance, to the County within seven calendar days following receipt of such Agreement and Notice of Award. Failure to do so shall be just cause for annulment of the contract award. Signature by the authorized representative of both parties constitutes execution of the Agreement.
- B. In the event of failure of the lowest responsible Bidder to sign and return the Agreement with acceptable evidence of bonds and insurance certificates as prescribed herein, the County may award the contract to the next lowest responsible Bidder, and so forth, until a fully-executed Agreement and acceptable bonding and insurance certificates are received by the County.

Should you have any questions regarding this solicitation, please contact Peter Chapman at (760) 932-5446 or by e-mail at pchapman@mono.ca.gov.

Sincerely,



Peter Chapman  
Mono County Public Works  
Project Manager

Attachments:

- Exhibit 1: Project Plans
- Exhibit 2: Draft Standard Agreement, with its Exhibits
- Exhibit 3: List of Subcontractors