



TOWN OF APPLE VALLEY

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** August 14, 2012

From: Ralph Wright, Parks and Recreation Manager **Item No:** 8

Subject: BID DOCUMENTS FOR CIVIC CENTER PARK RESTROOM
PROJECT # PR 2012-05

T.M. Approval: _____ **Budgeted Item:** Yes No N/A

RECOMMENDED ACTION:

That the Town Council

- 1) Approve the bid documents for the installation of a restroom in Civic Center Park – PR 2012-05
- 2) Authorize staff to solicit bids for the construction project

SUMMARY:

The bid package as well as the plans and specifications for the installation of a restroom in Civic Center Park have been prepared and are ready for approval and advertisement of invitation to bid. The project will consist of connection to utilities, construction of a stem wall, relocation and connection of a pre-fabricated restroom building in Civic Center Park, directly north of the amphitheater. The entire project is funded from grant funds dedicated to Civic Center Park (EDI 06).

BACKGROUND:

The original Civic Center Park Master Plan included a restroom building that was not sufficient for the overall attendance in Civic Center Park. In discussions with the Apple Valley Unified School District, staff became aware of a prefabricated restroom building that would no longer be used by the School District. The restroom was acquired from the School District at a cost of \$1 plus the cost of relocation. The restroom is structurally sound and needs minor cosmetic rehabilitation. The selected contractor will connect the restroom to existing utilities, attach the restroom to a constructed stem wall and stucco the building to match the existing facilities in the park. In house staff will complete minor cosmetic work on the interior of the restroom including replacement of the partitions, tiling of the floor and walls. After completion of the project the resulting

restroom will be sufficient for large scale events that take place in the park as well as daily park users.

The proposed project schedule is as follows:

| | |
|--|--------------------|
| Town Council approval and authorization to bid | August 14, 2012 |
| First publication of Notice Inviting Bids | August 24, 2012 |
| Second publication of Notice Inviting Bids | August 31, 2012 |
| Receipt of Bids and Bid Opening | September 13, 2012 |
| Construction Contract Award | September 25, 2012 |

FISCAL IMPACT:

The entire project is funded with grant funds dedicated to Civic Center Park and earmarked for a restroom and will not require additional funding from either the General Fund or Parks and Recreation Fund.

ATTACHMENTS:

1. Aerial Photo of Civic Center Park with planned placement area
2. Notice Inviting Bids
3. Instruction to Bidders

Planned placement
area for restroom
in Civic Center



Section A
NOTICE INVITING SEALED BIDS
TOWN OF APPLE VALLEY

PROJECT NO. PR 2012-05

BIDS MUST BE RECEIVED BY: **10:00 am on, September 13, 2012**

BIDS TO BE OPENED BY: **10:00 am on, September 13, 2012**

PLACE OF BID RECEIPT: Parks and Recreation Department
Town of Apple Valley
14955 Dale Evans Parkway
Apple Valley, CA 92307

Notice Is Hereby Given that the TOWN OF APPLE VALLEY, County of San Bernardino, California, will receive up to, but not later than the time set forth above, sealed bids for the award of a contract for the above project. All bids shall be made on the form furnished by the Town and shall be opened and publically read aloud at the above-stated time at the place of bid receipt identified above.

Bids must be placed in a sealed package with the project name and identification number typed or clearly printed on the package.

PROJECT IDENTIFICATION NAME: Civic Center Park – Restroom Project.

Description of the Work: Provide necessary labor, equipment and materials to prep, relocate, connect and install restroom building in Civic Center Park, in accordance with the project plans, specifications, special provisions and as directed by the Parks and Recreation Manager.

Estimate: **\$69,000**. This is a federally funded project.

Completion of Work: All work shall be completed within **25 working days** following written notice to proceed from the Town.

Requesting Plans and Specifications: Contact Parks and Recreation Division, 14955 Dale Evans Parkway, Apple Valley, CA 92307. Telephone 760-240-7000 extension 7885; fax 760-240-7887. Cost: **\$10.00 for each set, \$25.00 if mailed, Non-Refundable**

Contractor's License: In accordance with the Provisions of California Public Contract code Section 3300, the Town of Apple Valley has determined that the Contractor shall possess a valid California Contractor Class B License at the time that the contract is

awarded. Failure to possess the specified license may render the bid as non – responsive and act as a bar to award of the contract to any bidder not possessing said license at the time of award.

Bid Bond: Each Bid response shall be accompanied by the bid securities attachments required as part of this invitation for bids. This may include, but not be limited to such items as: a list of subcontractors, evidence of insurance, performance bonds, and labor and materials bonds as specified in the contract documents. A bid must be complete, for all of the work specified in the Invitation for Bids.

SUBSTITUTE SECURITIES FOR RETENTION MONEYS: In accordance with Part 5 (Section 2230), Division 2 of the Public Contract Code, a contractor may substitute securities for retention moneys withheld by a public agency to ensure performance under this contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the Town of Apple Valley, or with a state of federally chartered bank, as the escrow agent, who shall then pay such moneys to the contractor, and upon satisfactory completion of the contract, the securities shall be returned to the contractor.

REJECTION OF BIDS: The Town reserves the right to reject any or all bids or any parts thereof and waive any irregularities or informalities in any bid or in the bidding and to make awards in all or part in the best interest of the Town.

WITHDRAWAL OF BID: no bidder may withdraw the bid for a period of sixty (60) days after the date set for the opening of the bids.

Deliver Bids To: Parks and Recreation Department, Town of Apple Valley, 14955 Dale Evans Parkway, Apple Valley, CA 92307. *NOTE* If you choose to mail your Bid Proposal the outside envelope MUST be clearly marked as “SEALED BID FOR: **Civic Center Park – Restroom Project; PR 2012-05.** DELIVER IMMEDIATELY TO PARK AND RECREATION OFFICE”.

TOWN OF APPLE VALLEY

By: _____ Date: _____

Ralph Wright, Parks and Recreation Manager

Section B

INSTRUCTION TO BIDDERS

FORM OF PROPOSAL: The proposal shall be made on the forms provided herein beginning at Section D. The Bidder may provide additional forms or pages, if needed. The proposal shall be enclosed in a sealed envelope bearing the name of the Bidder and the name of the project as described under Section A.

DELIVERY OF PROPOSALS: The proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Sealed Bids. It is the Bidder's sole responsibility to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals may be returned to the Bidder unopened unless an extension has been granted by the Town. Bidders or their authorized agents are invited to be present.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations or provisos attached to a proposal will render it informal and may be cause for rejection. The complete proposal forms shall be without inter-lineations, alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. No oral, telegraphic or telephonic proposals or modifications will be considered.

WITHDRAWAL OF PROPOSAL: The proposal may be withdrawn upon request by the Bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, has been executed by the Bidder or his duly authorized representative, and is filed with the Parks and Recreation Manager. No proposal may be withdrawn during the period of sixty (60) calendar days after the opening of proposals.

BIDDER'S SECURITY: Each bid shall be accompanied by a suitable bid security as specified in Section D. The check or bid bond shall be given as a guarantee that the Bidder shall, if it is awarded to him or her, execute the contract in conformity with the contract documents and shall provide the evidence of insurance and furnish the necessary bonds as specified in the contract documents, within fifteen (15) calendar days after written notice of the award. In case of the Bidder's refusal or failure to do so, the check or bond, as the case may be, shall be forfeited to the Town. No bidder's bond will be accepted unless it conforms substantially to Section E.

APPROXIMATE ESTIMATE: The quantities shown in the proposal bid sheet, in any estimate included in the Special Provisions, or elsewhere in the documents, shall be considered as approximate only, being listed therein for the purpose of serving as a general indication of the amount of work or materials to be performed or furnished, and as a basis for the comparison of bids; and the Town does not guarantee nor agree, either expressly or by implication, that the actual amount required will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of work or material to be performed or furnished, or to omit any such item or portion, in accordance with the Special Provisions or Standard Specifications, under which the work is to be constructed, without any way invalidating the contract, should such increase, decrease or omission be deemed necessary or expedient.

ADDENDA: The Parks and Recreation Manager may, from time to time, issue addenda to the contract documents during the period of advertising for bids, for the following purposes: (a) revising Prevailing Wage Scales, or (b) clarifying, correcting or otherwise amending quantities of work under Special Provisions, plans or bid proposal.

Securers of contract documents shall be notified of, and furnished with, copies of such addenda, either by certified mail or personal delivery, during the period of advertising at no additional cost.

DISCREPANCIES IN PROPOSALS: The Bidder shall set forth each item of work, in clearly legible figures, a unit or line item bid for the item in the respective spaces provided for this purpose.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case where the unit price 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 in accordance with the following:

(1) As to lump sum items, the amount set forth in the "Total" column shall be the unit price.

(2) As to unit price items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing, but also to the general competency of the bidder for the performance of the work covered by the proposal. To this end each proposal shall be supported by a statement of the bidder's experience on the form entitled "Information Required of Bidder" bound herein. No agreement for the work will be executed with a contractor who is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code. The licensing requirements for contractors shall apply also to subcontractors.

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Bidders must satisfy themselves by personal examination of the location of the proposed work during the job walk and by such other means as they may prefer as to the proposal, plans, specifications, contract form and actual conditions and requirements of the work, and shall not at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and the requirements of the proposal, plans, specifications, and the contract form. The submission of a proposal shall be considered conclusive evidence that the Bidder has made such examination.

DISQUALIFICATION OF BIDDERS: No person, firm, or corporation shall be allowed to make, file or be interested in more than one bid for the same work, unless alternate bids are specifically called for. A person, firm or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder is not hereby disqualified from submitting a subproposal or quoting prices to other bidders or making a prime proposal. If there is a reason to believe that collusion exists among the bidders, all bids will be rejected.

RETURN OF BID SECURITY: The successful bidder's proposal guarantee shall be held until the contract is executed. Bid security shall be returned to unsuccessful bidders within twenty (20) calendar days after the successful bidder has signed the contract.

AWARD OF CONTRACT: The Town reserves the right to reject any or all bids or any parts thereof or to waive any irregularities or informalities in any bid or in the bidding to the extent permitted by law. The award of the contract, if made by the Town, will be to the lowest responsible and qualified bidder. The award, if made, will be within sixty (60) calendar days after the opening of the proposals; provided that the award may be made after said period if the successful bidder has not given the Town written notice of the withdrawal of his bid.

ALTERNATES: In accordance with Public Contract Code Section 20103.8(b), the lowest bid shall be the lowest total of the bid price on the base bid plus any alternative bid item(s), and also providing that pursuant to that Section, the Town reserves the right to deduct from the contract any alternative bid item(s).

SUBCONTRACTOR INFORMATION: Each bidder shall submit information regarding subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100, et. seq.).

EXECUTION OF AGREEMENT: The bidder to whom award is made shall execute a written contract with the Town in the form included in these contract documents and shall secure all insurance and bonds as herein provided within fifteen (15) calendar days from the date of mailing of written notice of the award. Failure or refusal to enter into the agreement or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the bidder's security. In the event the bidder to whom an award is made fails or refuses to execute the Agreement within said time, the Town may declare the bidder's security forfeited, and it may award the work to the next lowest bidder, or may call for new bids.

If the successful bidder refuses or fails to execute the contract, the Town may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses to execute the contract, the Town may award the contract to the third lowest responsible bidder to execute the contract; such bidder's securities shall be likewise forfeited to the Town.

INSURANCE AND BONDS: The Contractor shall not begin work under the Agreement until it has given the Town evidence of comprehensive public liability insurance and Workers' Compensation Insurance coverage as provided in the General Provisions and Sections "I" and "J" and provided Faithful Performance and Labor and Material bonds as described in General Provisions and Sections "G" and "H".

TELEPHONES: Bidders are hereby notified that Town will not provide telephones for their use at the time of receipt of bids.

MATERIAL SUPPLIER: If the firm who is signator on the contract is supplying materials only, a payment bond need not be furnished.

INTERPRETATION OF PLANS AND DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications or other contract documents, or finds discrepancies in or

omissions from the drawings and specifications, he may submit to the Parks and Recreation Manager a written request for an interpretation or correction. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract document will be made only by an Addendum duly issued, and a copy of such Addendum will be mailed or delivered to each person receiving a set of the contract documents. No oral interpretation of any provision in the contract documents shall be binding.

SALES AND/OR USE TAXES: Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.