



TOWN OF APPLE VALLEY TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** September 25, 2012

From: Ralph Wright
Parks and Recreation Manager **Item No:** 5

Subject: AWARD CONTRACT FOR THE CIVIC CENTER PARK RESTROOM
INSTALLATION PR 2012-05

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

RECOMMENDED ACTION:

Award a contract to M.C. Alyea Construction in the not to exceed amount of \$57,328.00 for the installation of a prefabricated restroom building in Civic Center Park, subject to "Approval as to Form" by the Town Attorney and "Approval as to Content" by the Town Manager.

SUMMARY:

On September 13, 2012, the Town received and opened bids for the subject contract. This project includes providing the necessary labor, equipment and materials to prep, relocate, connect and install restroom building in Civic Center Park directly north of the amphitheater.

The bid results are as follows:

Contractor Price	Total	Bid
M.C. Alyea Construction	\$ 52,117.00	
Crown Contracting INC.	\$ 65,700.00	
John Hathaway IV	\$ 74,088.00	
T & G Construction Services Inc.	\$ 145,000.00	

M.C. Alyea Construction has performed the installation of multiple pre-fabricated buildings in the last two years and Staff is satisfied that M.C. Alyea Construction is a responsible contractor for this work. In addition to the project bid amount, the contract total proposed includes a 10% contingency to absorb any additional costs associated with the project.

BACKGROUND:

The original Civic Center Park Master Plan included a restroom building that was not sufficient for the overall attendance in Civic Center Park. The Town was able to purchase a significantly larger pre-fabricated restroom building from the Apple Valley Unified School District for only the cost of relocation. The restroom building is structurally sound and the selected contractor will construct and connect the restroom to a stem wall, connect to existing utilities and stucco the building to match existing buildings in Civic Center Park. In house staff will then complete minor cosmetic work on the interior of the restroom including replacement of the partitions and tiling of the walls and floors.

DISCUSSION:

The bid documents for the project were reviewed by staff for accuracy and were presented to Town Council for approval and authorization to solicit bids on August 14, 2012. The bid opening was held on September 13, 2012.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Contract with M.C. Alyea Construction
2. Aerial photo of Civic Center Park with planned placement area

CONTRACT

TOWN OF APPLE VALLEY

THIS AGREEMENT is made and entered into this 25th day of September, 2012, by and between the TOWN OF APPLE VALLEY, a California municipal corporation, ("Town") and M.C. Alyea Construction ("Contractor").

WITNESSETH:

WHEREAS, Contractor and Contractor's Surety are providing the bid bond, performance bond, and labor bond attached hereto as Exhibit A and incorporated by this reference, and

WHEREAS, the Town desires to contract with Contractor to perform the services detailed in the Notice of Inviting Bids, and the Contract Documents as defined below, and

WHEREAS, the Contractor shall perform all work within the time stipulated in the Contract Documents and shall provide all labor, materials, equipment, tools, utility services, and transportation as required in strict compliance with the Contract Documents for the following Project:

**TOWN OF APPLE VALLEY:
CIVIC CENTER PARK – Restroom Project – PR 2012-05**

WHEREAS, the Contractor and its surety shall be liable to the Town for any damages arising as a result of the Contractor's failure to comply with this obligation.

WHEREAS, the Contractor has represented that it is fully qualified to assume and discharge such responsibility;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are true and correct and are hereby incorporated into this Agreement as though set forth in full below.
2. Scope of Services. Town hereby employs Contractor to perform the work and provide the services and materials as described in Exhibit B, attached hereto and incorporated herein by this reference, including miscellaneous appurtenant work. Contractor shall perform all Services under these Contract Documents in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California

The Contract Documents shall include the following:

- a. Notice Inviting Seal Bids
- b. Instructions to Bidders
- c. Special Provisions
- d. Proposal
- e. Bid Bond
- f. Information Required of Bidders
- g. Faithful Performance Bond
- h. Labor and Materials Bond
- i. Workers' Compensation Certificate of Insurance
- j. Insurance Requirements for Town of Apple Valley
- k. Instructions for Execution of Instrument
- l. Contract Agreement
- m. Attachments

In the event of any conflict between the terms of this agreement and any of the above-referenced documents, the terms of this agreement shall be controlling.

3. Compensation. In consideration of the services rendered hereunder, Contractor shall be paid according to the prices as submitted on Schedule A of the Proposal, attached hereto as a part of Exhibit B and in accordance with the Special Provisions.

4. Standard of Care. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

5. Hold Harmless; Insurance. It is specifically understood and agreed by all parties hereto that Contractor is, for the purposes of this Agreement, an independent contractor and not an employee of the Town. Accordingly, Contractor shall not be deemed the Town's employee for any purpose whatsoever. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever for or against Town and shall hold harmless, indemnify and defend with the attorneys of the Town's choice, the Town of Apple Valley its officers, employees, agents and representatives, from and against any and all obligations, claims, liens, or causes of actions, arising out of or related to Contractor's services hereunder. Contractor shall file and maintain with Town at all times during the term of this Agreement, a copy or certificate of general liability insurance with an insurance company acceptable to, and approved by, the Parks and Recreation Manager and Town Attorney, with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the Contractor. Such insurance shall not be canceled without thirty (30) days' prior written notice to Town, shall name the Town and its officers and employees as additional insureds, shall include all automobiles utilized by Contractor's personnel in the performance of this Agreement, and shall be primary and not contributing with other insurance available to the Town.

6. Assignment. This agreement may not be assigned by Contractor, in whole or in part, without the prior written consent of Town.

7. Termination. This Agreement may be canceled by Town at any time without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, Town shall pay Contractor for all services rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

8. Worker's Compensation Insurance. In accordance with the provisions of Division 2, Part 7, Chapter 1, Article 5 (commencing with Section 1860) and Division 4, Part 1, Chapter 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers Compensation Insurance.

9. The undersigned Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.

10. General Rate of Per Diem Wages. Pursuant to the Labor Code of the State of California, the Director of Industrial Relations has determined the general

prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done. This rate and scale are on file with the Parks and Recreation Manager and copies will be made available to any interested party on request. The Contractor to whom the contract is awarded and the subcontractors under him must pay not less than these rates for this area to all workers employed in the execution of this contract.

11. Retention. 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, eligible securities equivalent to the amount withheld shall be deposited with the Town of Apple Valley, or with a state or 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.

12. Suit; Recovery of Attorney Fees & Costs. Should either party bring any action to protect or enforce its rights hereunder, the prevailing party in such action shall be entitled to recover, in addition to all other relief, its reasonable attorney fees and court costs.

13. Town Approval. All labor, materials, tools, equipment and services shall be furnished and work performed and completed under the direction and supervision and subject to the approval of Town or its authorized representatives.

14. Gratuities. Contractor warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities or promises to Town's employees, agents, or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.

15. Conflict of Interest. Contractor warrants that he is and will continue to be in compliance with all applicable conflict of interest laws.

16. Contractor's Affidavit. After the completion of the work contemplated by this Contract, Contractor shall file with the Town Manager his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors upon the Job have been paid in full, and that there are no claims outstanding against the Project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

17. Notice to Town of Labor Disputes. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract, Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to Town.

18. Books and Records. Contractor's books, records, and plans or such part thereof as may be engaged in the performance of this Contract, shall at all reasonable times be subject to inspection and audit by any authorized representative of the Town.

19. Legal Day's Work. Eight hours labor constitutes a legal day's work.

20. Inspection. The work shall be subject to inspection and testing by Town and its authorized representatives.

21. Discrimination. Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age or handicap.

22. Governing Law. This Contract and any dispute arising hereunder shall be governed by the law of the State of California.

23. Written notice. Any written notice required to be given in any part of the Contract Documents shall be performed by depositing the same in the U.S. Mail, postage prepaid, directed to the address of the Contractor as set forth in the Contract Documents, and to the Town addressed as follows:

Town Manager
Town of Apple Valley
14955 Dale Evans Parkway
Apple Valley, California 92307

24. Clayton/Cartwright Acts Assignment. The Contractor agrees to assign to the Town all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Profession Code), arising from purchases of goods, services, or materials pursuant to the Public Works Contract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

25. Town Claims. Town does not waive any claims against Contractor by making any payment. The time limit for the Town to assert claims against Contractor shall not be limited by the Contract Documents but shall be in accordance with the laws of the State of California.

26. Contractor shall comply with Executive Orders 11246 (Equal Employment Opportunity), 11375 (amending E.O. 11246), 11625 (Minority Business Enterprise), 12138 (National Women's Business Enterprise), 12432 (Minority Business Enterprise Development), 12250 (Leadership and Coordination of Nondiscrimination Laws), Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, applicable California Public Contracts Code, and other applicable federal, state, and local laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

(A) Affirmative Action

(1) Approved Plan

The Contractor agrees that it shall be committed to carry out an Affirmative Action Plan/Program in keeping with the principles as provided in President's Executive Order 11246 (Equal Employment Opportunity) as amended by Executive Orders 11375, 11478, 12086, 12107 and 13279.

(2) Small, Minority and Women-owned Business Enterprise

The Contractor will use its best efforts to afford small, minority, and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority group members" are those groups of United States citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

(3) Access to Records

The Contractor shall furnish and cause each of its Subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Town, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

(4). EEO/AA Statement

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

27. Anti-Kick Back Provisions; Equal Employment Opportunity. All contracts for construction or repair using funds provided under this project shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as

supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. Contractor shall report all suspected or reported violations to the Town. All contracts in excess of ten thousand dollars (\$10,000.00) entered into by Contractor using funds provided under this Contract shall contain a provision requiring compliance with Equal Employment Opportunity provisions established by Executive Order Number 11246, as amended.

28. Contractor agrees to comply with all Federal Statutes relating to equal opportunity and non-discrimination including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin;
2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1686), which prohibits discrimination on the basis of sex;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age.

29. Prevailing Wage Requirement. Any construction contracts awarded using funds provided under this project in excess of two thousand dollars (\$2,000.00) shall include a provision for compliance with the Davis-Bacon Act [40 U.S.C. 276(a) to 276(a)(7)] and as supplemented by Department of Labor Regulations (29 CFR). Under this act, Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. Contractor shall report all suspected or reported violations to the Town.

30. Compliance With Other Program Requirements. Contractor shall comply with all applicable federal laws and regulations set forth under the Subpart K of 24 CFR Part 570:

- a. 24 CFR Part 570.601 – Affirmatively Furthering Fair Housing

Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR Part 1; Public Law 90-284, which

is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259 (3 CFR Part, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, also apply.

b. 24 CFR Part 570.602 - Section 109 of the Housing and Community Development Act

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of Section 109 are codified in 24 CFR Part 6.

c. 24 CFR Part 570.603 – Labor Standards

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with Section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than eight (8) units. The regulations in 24 CFR Part 70 applies to the use of volunteers.

Contract Work Hours and Safety Standards Act. All Contractors and Subcontractors who are awarded contracts in excess of two thousand dollars (\$2,000.00) shall comply with the requirements of the Contract Work Hours Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (20 CFR Part 5) which requires that workers receive "overtime" compensation at a rate of one and one-half times their regular hourly wage after they have worked eight (8) hours in one day or forty (40) hours in one week.

d. 24 CFR Part 570.604 - Environmental Standards

For purposes of Section 104(g) of the Act, the regulations in 24 CFR Part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities.

e. 24 CFR Part 570.605 - National Flood Insurance Program

Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR Parts 59 through 79 apply to funds provided under Part 570.

f. 24 CFR Part 570.606 - Displacement, Acquisition and Relocation Requirements

The general policy for minimizing displacement shall be implemented pursuant to this Part.

g. 24 CFR Part 570.607 - Employment and Contracting Opportunities

Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Non-Discrimination. Contractor and its Subcontractors shall comply with provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) by not unlawfully discriminating against any employee or applicant for employment because of the following: race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or sex. During the performance of this Contract, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

h. 24 CFR Part 570.608 – Lead Based Paint

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

Lead Based Paint. The Contractor agrees not to use lead-based paint in the Contractor's performance of this Contract. "Lead-based paint" means any paint containing more than six one-hundredths of one percent (1%) lead by weight (calculated as lead metal) in the total nonvolatile content of the paint, or the equivalent measure of lead in the dried film of paint already applied.

- i. 24 CFR Part 570.609 – Prohibition of Use of Debarred, Suspended or Ineligible Contractors or Subcontractors.

The requirements set forth in 24 CFR Part 5 applies to this project.

Contractor's License. Contractor hereby affirms that he/she is ready, willing and able to perform the work required and will maintain in full force and effect, throughout the term of this Contract hereof, a State Contractor's pursuant to the California Business and Professions Code and as required by the federal regulations stated above.

- j. 24 CFR Part 570.610 – Uniform Administrative Requirements and Cost Principles

The Contractor, its agencies or instrumentalities, and Subcontractor shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR Part 84), A-122, A-133 (implemented at 24 CFR Part 45), and A-128 (implemented at 24 CFR Part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR Parts 84 and 85 are set forth at 24 CFR Part 570.502.

- k. 24 CFR Part 560.611 - Conflict of Interest.

In the procurement of supplies, equipment, construction, and services by contractors and by subcontractors, the conflict of interest provisions in 24 CFR Part 85.36 and 84.42, respectively, shall apply. No person who is an employee, agent, consultant, officer, or elected official or appointed official of Contractor, or of Subcontractor who exercise or have exercised any functions or responsibilities with respect to CDBG/EDI activities assisted under this contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG/EDI-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG/EDI-assisted activity, or with respect to the proceeds of the CDBG/EDI-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Conflict of Interest. The Contractor shall be alert to organizational conflicts of interest or non-competitive practices among subcontractors which may restrict or eliminate competition or otherwise restrain trade. Contractor agrees to adhere to

conflict of interest provisions set forth in 24 CFR Section 570.611 and to the procurement rules specified in 24 CFR, Part 85.36, in its expenditure of all funds received under this Contract.

I. 24 CFR Part 560.612 – Executive Order 12372

The Executive Order applies to Contractor project only where the proposed use fund is for the planning or construction (reconstruction or installation) of water or sewer facilities. Contractor is responsible to initiate the Executive Order Process for activities subject to review.

m. 24 CFR Part 560.613 – Eligibility Restrictions for Certain Resident Aliens

Certain newly legalized aliens, as described in 24 CFR Part 49, are restricted from applying for benefits under the project. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of the regulation. Compliance can be accomplished by obtaining certification as provided in 24 CFR Part 49.20. However, pursuant to interim guidance on published in the Federal Register by the Department of Justice on November 17, 1997, nonprofit, charitable organizations are exempt from these provisions.

n. 24 CFR Part 560.614 – Compliance with the Architectural Barriers Act and Americans with Disabilities Act

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

o. All construction contracts over \$100,00.00

Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, and EPA Regulations of Non-Exempt Federal Contracts.

The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)); Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738; and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under Non-Exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations will be reported to HUD and to the USEPA Assistant Administrator for Enforcement (EN-329).

Bonding and Insurance

The following bonding and insurance items are required:

1. A bid guarantee from the bidder equivalent to ten percent of the bid price. The bid “guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying the bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
2. A performance bond on the part of the Contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s obligations under such contract.
3. A payment bond on the part of the Contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

p. Remedies for Violation or Breach of Contract Terms

All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be resolved as provided by California law. Venue shall be in the Town of Apple Valley, California. Failure to timely comply with the contract without approval from the Town Council shall be deemed a breach of this agreement and the expenses and costs incurred by the Town shall be the burden of the Contractor. Disputes regarding the interpretation of this contract shall be resolved in favor of the Town.

q. Patent and Copyrights

The U.S. Department of Housing and Urban Development and the Town of Apple Valley, retain patent rights and copyrights on any project which involves research, developmental, experimental, or demonstration work.

r. Adherence to State Energy Conservation Plan

The successful bidder shall recognize and adhere to mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

TOWN OF APPLE VALLEY

M.C. ALYEA CONSTRUCTION

Barb Stanton, Mayor

Name

ATTEST:

By

LaVonda M-Pearson, Town Clerk

Title

APPROVED AS TO FROM:

By

John Brown, Town Attorney

Title

APPROVED AS TO CONTENT:

“Corporate Seal”

Frank Robinson, Town Manager

EXHIBIT A

TOWN OF APPLE VALLEY

REQUIRED BONDS

Please see attached executed copies of Sections E, G, and H.

EXHIBIT B

TOWN OF APPLE VALLEY

SCOPE OF SERVICES AND PROPOSAL

Please see below and in Sections A, B, C, and D.

Bid Item No. 1 – Prep, install and connect a prefabricated restroom building:

1) Utilities (Electrical, Sewer and Water service)

(a) General – All work shall conform to the California Building Code and applicable Electrical Codes.

(b) Contractor will be required to verify depth and points of connection to existing utilities

The work shall include but not be limited to the following:

- Trenching for all utilities.
- (ELECTRICAL) Furnish and install underground: Two 1½” dia. PVC electrical conduits from the Amphitheater electrical panel to the restroom building. One for future.
 - Install wiring and connections from the Amphitheater electrical panel to the restroom building site.
- (SEWER) Furnish and install underground: 6” dia. PVC SDR 35 sewer pipe and applicable fittings from the existing sewer to the restroom building site as per the plans.
 - Construct sewer clean out at point between restroom and point of connection. Site tbd
- (WATER) Furnish and install 1½” PVC pipe and fittings from the existing meter to the restroom building site.
- Remove existing water supply from pool make-up water to pool restroom. Cap. Connect pool restroom and new line to existing water meter.
- Trenched areas shall be returned to pre-construction condition. Trenches shall be backfilled and compacted to original grade and to a degree that will prevent future settling.

2) Construction of Stem Wall

(a) General – All work shall conform to the California Building Code and applicable Electrical Codes. The work shall include but not be limited to the following:

- Excavate for installation of restroom stem wall per plans.
- Construct 40’ x 10’9” stem wall for restroom installation per plans.

3) Relocate and connect pre-fabricated restroom building

- (a) General – All work shall conform to the California Building Code. The work shall include but not be limited to the following:
- Relocate 40' x 11' prefabricated restroom building from rear parking lot of Town Hall to restroom site in Civic Center Park. All applicable road permits must be secured.
 - Mount and secure prefabricated restroom building on constructed stem wall per plans.
 - Thresholds of restroom building shall be set at a minimum 1% grade above existing concrete and shall be level with upper edge of concrete flatwork specified below.
 - Complete connection of all utilities (electric, sewer, and water) to restroom building and verify correct operation thereof.

4) Install concrete flatwork at prefabricated restroom building

- (a) General – All work shall conform to the California Building Code. The work shall include but not be limited to the following:
- Construct 18" wide concrete skirt on west side of restroom building as per plans
 - Construct 4' wide concrete pad and install access grates on north and south side of restroom building as per plans
 - Construct 48' x 12' concrete pad on east side of restroom building as per plans
 - Concrete shall be:
 - 2500 psi, 3/4", 5 sack
 - Installed to a nominal thickness of 4 inches.
 - Installed to a minimum 1% grade away from the final grade of the restroom and will meet at grade with the existing concrete.
 - Equal, or better, in quality and finish of existing concrete at the location.

5) Prepare, paint and stucco prefabricated restroom building

- (b) General – All work shall conform to the California Building Code. The work shall include but not be limited to the following:
- Prepare prefabricated restroom building for proper adhesion of paint and stucco finishes.
 - Apply stucco finish to prefabricated restroom building.
 - Contractor shall match colors and textures of existing buildings within the park.
 - Paint exterior doors and eaves.
 - Contractor shall match colors and textures of existing buildings within the park.

BID SHEET

To the Honorable Mayor and Town Council of the Town of Apple Valley:
 In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials, equipment and supplies for **Civic Center Park- Restroom Project -PR 2012-05** in accordance with the specifications and plans in the Contract Documents which are on file in the office of the Parks and Recreation Manager of the Town of Apple Valley:

BASE BID:

ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL
1	Preparation, relocation, installation and connection of prefabricated restroom building (SEE PAGE C-20 FOR DESCRIPTIONS)	1	1	\$52,117.00	\$52,117.00
BASE BID TOTAL:					
\$ 52,117.00					
BASE BID IN WORDS:					
Fifty Two Thousand one hundred Seventeen Dollars ⁰⁰ Cents.					

NOTE: A bid is required for this entire work, the estimated quantities set forth in this Bid Schedule are solely for the purpose of comparing bids, and final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. The unit and/or lump sum prices bid shall include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

Dated: 9/13/2012

COMPANY NAME: M. C. Alyea Construction

SIGNATURE: Mark C. Alyea

BIDDER



Planned placement
area for restroom in
Civic Center Park.