



TOWN OF APPLE VALLEY TOWN COUNCIL STAFF REPORT

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

From: Brad Miller, Town Engineer **Item No:** 7

Subject: BID DOCUMENTS FOR THE KASOTA ROAD IMPROVEMENTS
(PROJECT 2012-09)

T.M. Approval: _____

Budgeted Item: Yes No N/A

RECOMMENDED ACTION:

1. Approve the bid documents for the Kasota Rd. Improvements (Project 2012-09);
2. Authorize staff to solicit bids for construction.

SUMMARY:

Plans and specifications for the Kasota Road Improvements have been prepared and are ready for approval and advertisement of bids. This project will consist of construction of concrete curb, sidewalk, curb ramp, striping along Kasota Road at Highway 18 and drainage improvements at Muni Road and Wato Road. There is no immediate fiscal impact associated with approval of the bid documents and authorization for solicitation of bids. This project is funded by Measure I Local.

BACKGROUND:

This project's purpose is to improve vehicular and pedestrian movement in this busy intersection by aligning the traffic lanes along Kasota Road (North and South of Highway 18). The proposed improvements will coincide with pedestrian access work that Caltrans will be performing at the same location within their own Right-of-Way.

DISCUSSION:

The bid documents for the projects have been reviewed by staff for accuracy and constructability, and are presented for Town Council approval and authorization to advertise for bids. The bid documents are not attached due to their size. However, they are available for review at the City Clerk's office and will be available in the City Council Chambers at the September 25, 2012 meeting.

The project schedule is as follows:

City Council approval and authorization to bid	September 25, 2012
First publication of Notice Inviting Bids	October 5, 2012
Second publication of Notice Inviting Bids	October 12, 2012
Receipt of Bids and Bid Opening	October 30, 2012
Construction Contract Award	November 13, 2012

FISCAL IMPACT:

There is no immediate fiscal impact with approval of the bid documents and authorization of bidding. Funding for these project has been appropriated in the Town Council approved 2012-2013 Capital Improvement Projects Budget. The current project schedule anticipates staff recommendation of a contract award in November 2012. At that time, staff will advise the Town Council of the proposed not-to-exceed contract amount and confirm funding availability.

ATTACHMENTS:

1. Aerial Photo With Project Limits
2. Notice Inviting Bids
3. Instructions to Bidders

Project 2012-09

Kasota Road at Highway 18



NOTICE INVITING SEALED BIDS TOWN OF APPLE VALLEY

PROJECT NO. 2012-09

BIDS MUST BE RECEIVED BY: 10:00 am on October 30, 2012

BIDS TO BE OPENED BY: 10:00 am on October 30, 2012

PLACE OF BID RECEIPT: Engineering Department
Town of Apple Valley
Development Services Building
14975 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 contract 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 publicly 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 lower left corner of the package.

PROJECT IDENTIFICATION NAME: KASOTA ROAD IMPROVEMENTS

DESCRIPTION OF WORK: Provide necessary labor, equipment and materials to construct concrete curb, sidewalk, curb ramp, and striping along Kasota Road at Highway 18, and drainage improvements at Muni Road and Wato Road, in accordance with the project plans, standard specifications, special provisions, and as directed by the Town Engineer.

RIGHT-OF-WAY: All work shall be performed outside Caltrans right-of-way and all contractor's operations shall be conducted outside Caltrans right-of-way. No material shall be stored within Caltrans right-of-way and no vehicle or equipment shall be stopped or parked within Caltrans right-of-way.

ENGINEER'S ESTIMATE: \$106,000

COMPLETION OF WORK: All work shall be completed within **45 working days** following written notice to proceed from the Town.

OBTAINING BID DOCUMENTS: Contract documents for the above referenced project may be obtained at the Office of the Town Engineer, Town Hall, Apple Valley, upon payment of **\$30.00** for each set, **\$55.00** if mailed. This amount is not refundable.

Upon award of contract, a maximum of five (5) sets of plans and special provisions will be provided to the contractor, free of charge, for construction purposes.

BID BOND: Each bid response shall be accompanied by the bid securities and attachments as required in Section B – Instructions to Bidders, in an amount not less than ten percent (10%) of the amount named in the bid.

PREVAILING WAGE RATES: 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 Town Engineer and copies will be made available to any interested party on request. The Contractor to whom the contract is awarded, and the subcontractors, must pay not less than these rates for this area to all workers employed in the execution of this contract.

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 Class [A] General Engineering License at the time that the contract is awarded. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award of the contract to any bidder not possessing said license at the time of award.

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 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.

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 bids.

**TOWN OF APPLE VALLEY
ENGINEERING DEPARTMENT**

INSTRUCTION TO BIDDERS

FORM OF PROPOSAL: The proposal shall be made on the bidding schedule ("Proposal") herein. 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 the 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 the bidder 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 the bidder's duly authorized representative, and is filed with the Town Engineer. 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 certified or cashier's check payable to the Town or a satisfactory bid bond in favor of the Town executed by the bidder as principal and a satisfactory surety company as surety, in an amount not less than ten percent (10%) of the amount named in the bid. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it is awarded to the bidder 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 form, and in the estimate included in the Special Provisions, 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 Town Engineer 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 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. 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 the 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).

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 signatory 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, the person may submit to the Town Engineer 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.