



Yucaipa Valley Water District

Request for Bid Proposals

Saw Cutting, Asphalt Repair/Replacement, and Paving

Proposal No. 190712

**Response Due and Public Bid Opening
Tuesday, July 30, 2019 at 2:00 p.m.**

Yucaipa Valley Water District
12770 Second Street
Yucaipa, California 92399

Yucaipa Valley Water District Bid Process Contact:

John Wrobel, Public Works Manager
jwrobel@yvwd.dst.ca.us – Phone (909) 790-7597

Yucaipa Valley Water District Contract Administrator and District Liaison:

John Wrobel, Public Works Manager
jwrobel@yvwd.dst.ca.us – Phone (909) 790-7597

Introduction

Yucaipa Valley Water District (the “District” or “YVWD”) is accepting bid proposals for asphalt repair at various locations. Your firm is invited to submit a proposal to perform this work.

The repair sites are located within the City of Yucaipa and the City of Calimesa. The address, location and approximate size of each site is listed in the proposal form. This is not a commitment to procure this work, but a request for bid proposals and the costs to complete the work. The District will make a determination to proceed based on the proposal pricing submitted.

Please review to the enclosed specifications and Proposal Form in the preparation and submittal of your proposal. The Proposal Form must be submitted as your proposal and it must be filled out completely.

All bidders are urged to visit the work sites to familiarize themselves with all existing conditions that may affect the work involved. All proposals shall take into consideration all such conditions as may affect the work under this contract. The submittal of a proposal automatically implies that this examination has been done and that the Contractor is completely familiar with the location, scope, nature, and character of the work and of the equipment and materials needed for it.

The final date for submitting a bid proposal is Tuesday, July 30, 2019 at 2:00 pm to John Wrobel, 12770 Second Street, Yucaipa, California 92399.

Your bid proposal envelope must be sealed and clearly marked “**Asphalt R&M Bid 190712**” (include Attachments A, B, and C).

The District reserves the right to accept or to reject any and all bids proposals, to waive any irregularities and to make an award that is determined by the District to be in the best interest of the Yucaipa Valley Water District.

- Instructions for Bid Proposals - Saw Cutting, Asphalt Repair/Replacement, and Paving

General Specifications

The below listed specifications are intended as general guidelines to be followed by the Contractor in preparing a bid proposal and during the ensuing project.

- Accessibility: The Contractor shall be fully aware of any peculiarities and limitations of the space(s) available for the performance of work under this contract. The Contractor shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.
- Authority of the Yucaipa Valley Water District: Subject to the power and authority of the District, the District shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The District shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the Contractor hereunder.
- City of Yucaipa and City of Calimesa Business License: The successful Contractor and any sub-Contractors are required to obtain a City of Yucaipa and/or City of Calimesa Business License prior to award of Contract and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a bid. Inquiries regarding Business License may be answered by calling the City of Yucaipa (909) 797- 2489 or the City of Calimesa (909) 795-9801. Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.
- Changes in Work: The District may, at any time work is in progress, by written order make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the District may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the District. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.
- Clean-up: During performance and upon completion of work on the project, Contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish, and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean, and acceptable condition as approved by the District.
- Compliance With OSHA: Contractor agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act laws, standards and regulations, and that Bidder will indemnify and hold the District harmless for any failure to so conform.
- Prevailing Wage: Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as

Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its sub-Contractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its sub-Contractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no Contractor or sub-Contractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5.

- Contractor shall comply with Senate Bill 854 (signed into law on June 20, 2014) including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor.
- Under the Public Works Contractor Registration Law (California Senate Bill No. 854 - See Labor Code Section 1725.5), contractors must register with the California Department of Industrial Relations (DIR) using the online application and meet certain requirements before bidding on “public works” contracts in California. “Public works” refers to construction, alteration, demolition, installation, or repair work (including maintenance) done under contract and paid by public funds.
- The application that a contractor submits to the DIR also provides agencies which administer public works programs with a searchable database of qualified contractors. Application and renewal are completed online with a non-refundable fee.
- Contract Incorporation: This contract embodies the entire contract between the District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms of the contract shall be valid unless submitted in writing and signed by both parties. The complete contract shall include the entire contents of the bid solicitation, all addendums, all of Bidder’s successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend, or extend the contract.
- Coordination with Agencies: The Contractor shall coordinate activities with the proper

regulatory agencies and have their representative on site as requested at the proper times.

- Damage: The Contractor shall be held responsible for any breakage, loss of the District's infrastructure or supplies through negligence of the Contractor or his employee while working for the District. The Contractor shall immediately report to the District any damages resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.
- Permits: Contractor shall at its expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.
- Taxes and Assessments: Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
- Addenda or Bulletins: No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- Protection of Public: Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the Contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area. All traffic control will comply with the American Public Works Association Work Area Traffic Control Handbook, all City of Yucaipa, and City of Calimesa standards.
- Rejection of Work: Contractor agrees that the District has the sole right and discretion to make all final determinations as to whether the work has been satisfactorily completed.
- Unknown Obstructions: Should any unknown obstruction be encountered during the course of this contract the Contractor immediately bring it to the attention of the District. The Contractor shall be responsible for the protection of all existing equipment and utilities encountered within the work area.

General Information/Requirements

- A. Receiving Office: Sealed bid proposals will be accepted until Tuesday, July 30, 2019 at 2:00 pm by John Wrobel, Public Works Department, 12770 Second Street, Yucaipa, California 92399. Bid proposal envelopes must be sealed and clearly marked "**Asphalt R&M Bid 190712**" (include Attachments A, B, and C). Late proposals will not be accepted. Facsimile responses will not be accepted. If the proposal is sent by overnight carrier, proposal is to be within a sealed envelope inside the overnight letter pack.
- B. Rejection of Proposals: YVWD reserves the right to accept or reject any or all proposals received as a result of this request. YVWD shall not be obligated to award a contract solely on the basis of any response made to this Request for Proposal, nor does YVWD

intend to, nor will it be obligated to pay for the information solicited or obtained.

- C. Incurring Contractor Costs: YVWD will not be liable for any costs incurred by Contractors or other respondents to this Request for Bid Proposals, prior to issuance of an agreement, contract, or other similar acquisition documents.
- D. Qualification: The selected Contractor shall have a proven record of performing work of a similar nature to the project described herein. This record shall be for a minimum of five (5) years. The Contractor may be required to submit the names of five (5) references and include the name of the entity, contact person, telephone number and a brief description. Include an outline describing company's profile and ability to perform the work.
- E. Other Provisions: The Contractor shall list any other criteria or requirements to delineate responsibility for any additional items/tasks to be completed by either YVWD or Contractor. These shall be in addition to those previously detailed or explained in this Request for Proposals.
- F. Contract Terms: If awarded the Contract, the undersigned agrees to start work on this project within ten (10) working days or as otherwise directed by the District Liaison (or designee) in accordance with these specifications and agrees to continue performing the maintenance and repair work until completed, unless contract extensions are provided in writing and approved mutually by the Yucaipa Valley Water District and Contractor.
- G. Cancellation: Neither party upon award of contract except for non-performance on the part of the Contractor or issues of non-payment on the part of YVWD may cancel the contract.
- H. Law, Rules and Regulations: The work shall comply with all federal, state, and local codes, rules and regulations including all ordinances and other statutory provisions pertaining to this class of work. Such Rules, Codes, Regulations and Ordinances shall be considered a part of these specifications. Any conflict between the Request for Bid Proposal requirements and the aforementioned rules shall be noted by the Contractor at the time the proposal response is submitted. Any permits required for the work shall be obtained and paid for by the Contractor.
- I. Prime Contractor Responsibilities: The selected Contractor will be required to assume full responsibility for all services offered in his proposal. Further, YVWD will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The Contractor shall be responsible for the coordination and supervision of all sub-Contractors and trades employed in this contract. The Contractor shall list the names of all sub-Contractors to be employed under this contract.
- J. Insurance: The Contractor shall indemnify and hold harmless Yucaipa Valley Water District and all his officers, agents and employees' representatives all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractors or their employees or by or in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the work or by

or on account of any act or omission, neglect, or misconduct of the said Contractor.

Contractor, at their expense, must maintain during the term of any subsequent contract the following insurance:

- Broad form General Liability Insurance (occurrence basis only) with minimum limits of \$1 million dollars per occurrence and \$1 million dollars aggregate.
- Workers' Compensation and Employer's Liability Insurance, California statutory limits of liability.
- Each Contractor shall take out and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project and, in case any of the work is sublet, the Contractor shall require the sub-Contractor to provide such insurance. Proof of compliance with the Workmen's Compensation Laws and Social Security Laws shall be filed with and kept in full force and effect on file with the County at all times, until all the work on the project provided to be done under this contract has been fully and finally completed. This shall be an absolute responsibility and duty of the Contractor, who agrees to indemnify and save harmless the County from any contributions or taxes or liability thereof.
- Comprehensive Automobile Liability (including hired and non-owned vehicles) with California no-fault coverage, with minimum limits for bodily injury of \$500,000 each person and \$1 million dollars each accident and with minimum limits for property damage of \$500,000 each accident.

Insurance policies must name the Contractor as the insured, along with Yucaipa Valley Water District as additional insured, and must not be canceled or materially changed without at least 30 days prior notice from the Contractor to Yucaipa Valley Water District. The Contractor must submit certificates evidencing the insurance to Yucaipa Valley Water District at the time the Contractor executes the contract, and at least 15 days prior to the expiration dates of expiring policies.

Certificates of Insurance acceptable to Yucaipa Valley Water District shall be filed with Yucaipa Valley Water District prior to commencement of the work. The Contractor agrees that its insurance carriers waive subrogation against Yucaipa Valley Water District, its agents, or employees with respect to any loss covered by the Contractor's insurance.

- K. Workmanship: All tradesmen shall be thoroughly experienced in the particular work upon which employed, and the work and finished product shall be of a first-class quality. Employees of the Contractor shall perform work that conforms to standard, state of the art practices for this class and type of work. Once the project installation begins by execution of a purchase document all work by the Contractor shall be completed in the most expedient manner possible.

The Contractor assumes full responsibility to carefully examine the work requirements before submitting a proposal. All proposals shall take into consideration all such conditions as may affect the work under this contract. The Contractor shall verify all conditions, locations, and character of the work. The submission of a proposal automatically implies that the Contractor is thoroughly familiar with the work to be performed and YVWD requirements and expectations. No claims for extra compensation may be made after submittal of a proposal and acceptance by YVWD of

the proposal.

- L. Owner's Representative: The Contractor shall allow at any time during the contract the access of YVWD Representative to view, inspect or otherwise observe the work in progress. The only exception to this is when safety of the representative would be at issue.

Yucaipa Valley Water District representative/liaison for this contract (provided on the title page of this Request for Proposals) will coordinate with other Yucaipa Valley Water District employees for the inspection and coordination of the work. Any approvals, questions, demands etc. from the Contractor shall be forwarded to this person for direction to the contract. No other Yucaipa Valley Water District Representative shall bind Yucaipa Valley Water District to additional costs or make any changes to the Project Scope.

- M. Freedom of Information Act: Information submitted in Contractor proposals becomes public information and as such is subject to public disclosure and review under the California Freedom of Information Act. Information contained in the Contractor's proposal which is company confidential must be clearly identified in the proposal itself.

- N. Workforce Performance: Landscape Maintenance Contractor shall have a valid contractor license.

- All workers shall be under the supervision of an experienced supervisor.
- Contractor shall repair or replace at his own expense any damage to property caused by any act or omission of the Contractor, employees, or agents.

- O. Bid/Price Forms: Bidder shall complete the Bid / Price Form in its entirety including:

- All items listed and total price;
- All additional costs associated with performance of specifications; and
- Bidder's identification information including a binding signature.

Bidder shall state cash discounts offered that may be taken at the sole discretion of the District. Unless discount payment terms are offered, payment terms shall be "Net 30 Days". Payment due dates, including discount period, will be computed from date of District's acceptance of the equipment or materials or of a correct and complete invoice, whichever is later, to the date District's check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized, and discount thereon is disallowed.

Amount Written in Words. This bid will be awarded based upon the total amount bid as written in words. Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between item unit price and extended total, UNIT PRICE WILL GOVERN.

Please check your calculations before submitting your bid; Yucaipa Valley Water District will not be responsible for Bidder Miscalculations.

- Technical Specifications -

Scope of Work

The Contractor shall provide Paving & Asphalt Maintenance services for the District on a "contract" basis.

Paving & Asphalt Repair and Replacement Services:

- Removal of temporary asphalt and existing asphalt as maybe need.
- Installation of hot patch (4 inch thick). Thicker installation of asphalt will be indicated on Attachment C. Asphalt base on patches over 6 inches thick will require a $\frac{3}{4}$ inch base mix with a $\frac{1}{2}$ inch mix cap.
- Saw cut and cleanup.
- Asphalt grinding 1/10 foot and overlay.
- Adjust existing manhole per District Standards.
- Subsidence subsurface repair per District standards.
- Contractor shall remove and legally dispose of all residues from maintenance service.
- Contractor shall begin repairs within one week of notification to proceed and one additional week to complete all repairs (extensions must be negotiated in advance of the contract expiration and any extension thereof).

Bid / Price Forms

Bidder shall complete the Bid / Price Form in its entirety including: 1) all items listed and total price; 2) all additional costs associated with performance of specifications; and 3) Bidder's identification information including a binding signature.

Bidder shall state cash discounts offered that may be taken at the sole discretion of the District. Unless discount payment terms are offered, payment terms shall be "Net 30 Days". Payment due dates, including discount period, will be computed from date of District's acceptance of the equipment or materials or of a correct and complete invoice, whichever is later, to the date District's check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized, and discount thereon is disallowed.

Amount Written in Words. This bid will be awarded based upon the total amount bid as written in words. Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between item unit price and extended total, UNIT PRICE WILL GOVERN.

Please check your calculations before submitting your bid; YVWD will not be responsible for Bidder Miscalculations.

- Attachment A -

We the undersigned propose to provide the Yucaipa Valley Water District with all labor, material, equipment, supervision and any other required service or cost to provide the asphalt repair and maintenance as outlined in the request for bid proposal (see Attachment A)

Grand Total for Bid No. 190712: \$ _____

Written in words: _____

Proposed Work Schedule: _____

Submitted by (Print Name): _____

Signature: _____

Company: _____

Address: _____

City: _____

State: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Date: _____

California State Contractors License Number: _____

- Attachment B -

Non-Collusion Statement & Signature

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other offer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business or any individual affiliated with the Yucaipa Valley Water District, prior to the official opening of this proposal. Failure to observe this procedure may be cause for rejection of this proposal.

I have read, and I understand the standard terms and conditions and I will fully execute them if I am awarded this proposal. I fully understand the proposal specifications.

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (____) _____

Fax: (____) _____

E-Mail: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Yucaipa Valley Water District

- Attachment C -

Request for Proposals - Bid Number 20190712
Friday, July 12, 2019

Job Number	Location	Saw Cutting		Remove Asphalt and Replace		Grind and Asphalt Overlay		Total Cost (\$)
		Perimeter (Feet)	Cost (\$)	Area Square Feet (Depth*)	Cost (\$)	Area (Square Feet)	Cost (\$)	
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 4 + Column 6 + Column 8
City of Yucaipa								
76753	Oak Grove Rd from Oak View Rd 1590ft South toward Wildwood Canyon Rd	Not Applicable	Not Applicable	24,030 s/f		Not Applicable	Not Applicable	
76753	Oak Grove Rd from Oak View Rd 1590ft South toward Wildwood Canyon Rd	Not Applicable	Not Applicable	1,590 l/f Berm		Not Applicable	Not Applicable	
Total Bid Amount =								

* If a cross-section depth is not provided, the asphalt cross- section will typically be four (4) inches or less.