

MARIN COUNTY PARKS
SAN RAFAEL, CALIFORNIA

NOTICE TO CONTRACTORS

INVITING SEALED PROPOSALS OF BIDS

Sealed Proposals will be received by Marin County Parks, County of Marin, Room 260, Marin County Civic Center, San Rafael, California 94903, until **1:00 PM, on Tuesday, May 22th, 2018**. Proposals will be opened and read in Room No. 260 for:

LAGOON PARK BENCH REPLACEMENT PROJECT

Work shall be done in accordance with official plans and specifications, which are available at Marin County Parks, Civic Center, San Rafael, California, and may be purchased for **\$35.00** per set (non-refundable). There will be a \$12.00 service fee for returned checks. Mailed requests shall be addressed to Marin County Parks, 3501 Civic Center Drive, Room 260, San Rafael, California 94913. **Electronic plans and specifications may also be requested at no expense, and transferred to bidder once a release form is signed and returned to the Parks Department.** For questions regarding the project, and/or plans & specifications, call (415) 473-6387.

Project Description: This project involves the removal and installation of new benches at Lagoon Park. The project will include the demolition and removal of existing benches, footings, as well as the installation of new elements including, but not limited to: benches, concrete pads, concrete footings and stabilized decomposed granite.

The Engineer's Estimate for this project is \$63,000.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations or the County of Marin.

A Bid Bond in the amount of 10% of the total bid amount payable to the County of Marin shall accompany the Proposal. (Bidder's security can be in the form of cash, a cashier's check, a certified check or a bidder's bond from Contractor's Surety Company.)

Award of contract, if awarded, will be to the lowest responsible bidder whose proposal complies with prescribed requirements, and will be within thirty (30) days after receipt of proposals.

The County of Marin reserves the right to reject any or all bids.

The provisions of Public Contract Code 22300, regarding substitution of securities for monies withheld to ensure performance shall apply to this contract.

A nonmandatory prebid meeting is scheduled for this project on Tuesday, May 15, 2018, at 1:00 p.m. at Lagoon Park at the Cascade fountain, San Rafael, CA.

The Contractor shall possess a **Class A or C-27** License at the time contract is awarded.

Bids are required for the entire work described herein. This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

The County of Marin hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business and woman owned business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates for Marin County where the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Department of Public Works. Prevailing Wage Rates are also available at the State of California Division of Labor Statistics and Research website <http://www.dir.ca.gov/DLSR/PWD/index.htm>

MARIN COUNTY PARKS
SAN RAFAEL, CALIFORNIA

INSTRUCTIONS TO BIDDERS

- A. INSPECTION OF PLANS - Plans and specifications may be obtained at Marin County Parks, Room 260, Civic Center, San Rafael, and may be purchased for **\$35.00** to cover printing and processing, which charge is NON-REFUNDABLE and plans need not be returned. Checks should be made payable to the County of Marin. **Electronic plans and specifications may also be requested at no expense, and transferred to bidder once a release form is signed and returned to the Parks Department.**

- B. ELIGIBILITY - All bidders must be Contractors holding a valid license to perform the required work as provided by the Business and Professions Code, and may be required to submit evidence to the County as to their ability, financial responsibility, and experience, in order to be eligible for consideration of their proposal.

- C. PROPOSAL GUARANTY - All bids must be submitted on the proposal Form obtained from Marin County Parks and shall be accompanied by a Proposal Guaranty of at least ten (10%) of the base bid. Guaranties shall be in the form of a certified or cashier's check or Bid Bond payable to the County of Marin. Failure of the successful bidder to execute and return the contract, or to file acceptable bond, as required, within the time allotted shall be cause for the annulment of the award and forfeiture of the Proposal Guaranty.

- D. BID BONDS - The bid bond of bidders, other than the successful bidder, may be retained by the County of Marin for a period of thirty (30) days after award or until fifteen (15) days after the successful bidder executed the contract and furnished bonds, whichever occurs first. If a bidder to whom the contract is awarded fails, or refuses, to execute the contract within ten (10) days of notice of award, as herein provided, the Director of Marin County Parks may award to the next lowest bidder and apply the bid bond of the bidder failing, or refusing, to execute contract as herein required. The bid bonds of bidders to whom no award was made will be returned upon request.

- E. BIDS AND BID OPENING - Only the total bid amount will be read at the bid opening and not specific item unless requested, in writing, at the time of the submission of proposals. Bidders will be at liberty to inspect and review bids at Marin County Parks, to which they will be removed for the purpose of checking after opening and reading of totals.

Bids are required for the entire work described herein, and neither partial nor contingent bids will be considered.

- F. ADDENDUM - Every interpretation of the specifications, changes, additions or corrections will be in the form of an addendum to the contract documents, and when issued will be on file at the Marin County Parks at least one working day before bids are opened. In addition, all addenda will be mailed to each person-holding contract documents but it shall be the bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda.
- G. TIME LIMIT AND LIQUIDATED DAMAGES - TIME LIMIT AND LIQUIDATED DAMAGES - The Contractor shall commence work on or before, if approved by the engineer, the noted first working day which corresponds to 10 working days following the notification by Marin County Parks that the contract has been approved by the Director of Marin County Parks. The contract documents shall be executed by the Contractor and returned to Marin County Parks during this 10 working days. The Parks Director may modify the construction schedule of working days to allow sufficient time for the Contractor to provide the contract documents.
1. All work shall be completed within **sixty (60) working days accounting from and after the said tenth (10) day.**
 2. The Contractor shall pay to the County of Marin the sum of **\$300.00** per each and every calendar day's delay in completing the work in excess of the number of working days specified above. The Contractor shall pay said amount to the County in accordance with the requirements of Section D, General Provisions, of the specifications. It is understood that additional crews may be needed to complete the work within the timeline specified.
- H. LEGAL REQUIREMENTS: - The attention of bidders is directed to the provisions of the specifications regarding legal relations and responsibility.
- I. SPECIFICATIONS: - Attention is directed to the correlation of the specifications with the Standard Specifications of the State of California, Business, Transportation and Housing Agency, Department of Transportation (Caltrans), dated 2010 and any amendments, as to materials, methods and workmanship.
- J. CONTRACT BONDS: - The Contractor whose bid is accepted shall furnish the following bonds to the County (at no expense to County), executed by a responsible surety in a form acceptable to the County:
- a) Performance Bond
 - b) Payment Bond
- The Performance Bond shall be in an amount equal to one hundred percent (100%) of the total amount bid by the Contractor in his proposal.
- The Payment Bond shall be in an amount equal to one hundred percent (100%) of the total amount bid by the Contractor in his proposal.
- K. EMPLOYEES AND NON-DISCRIMINATION: - Attention is direct to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOV. CODE, SECTION 12990)**

See "Nondiscrimination" set forth in Section 7-1.02I(2) of the Standard Specifications, which is applicable to all-nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

Contractor shall not discriminate against any employee or applicant because of race, religion, color or national origin. This shall include employment, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other compensation, and selection for training and apprenticeship. Contractor shall post, in conspicuous places during the period of contract and available to applicants for employment, notices setting forth the provisions of this clause. Contractor shall insert the foregoing provisions in all subcontracts thereunder, except subcontracts for standard commercial supplies or raw materials. The hiring of all labor for work shall be in accordance with applicable directives of the Fair Employment Practices Commission of the State of California. The Contractor shall forfeit, as a penalty, in addition to any other penalty provided by law, to County, the sum of \$25.00 for each calendar day, or portion thereof, during which the Contractor knowingly allows any conditions of discrimination to exist in connection with the work, provided, however, that such penalty shall not be imposed without a full investigation and determination by the Fair Employment Practices Commission.

Contractor shall cooperate fully with Marin County and affected Unions to promote and insure the maximum employment of minorities in accordance with State Standard Specifications, Section 7-1.021(2), "Nondiscrimination," with particular emphasis on residents of Marin County, in all phases and at all levels of the work.

- L. APPRENTICESHIP - See Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended required the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
2. When the number of apprentices in training in the area exceeds a ratio of one to five, or
3. When the trade can show that it is replacing at least 1/30th of its membership through apprenticeship training on an annual basis statewide or locally, or

4. When the assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

The Contractor is required to make contributions to funds established for the administration of apprenticeship program if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other Contractors on the public works site are making such contributions. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, Standards and its branch office.

- M. PREVAILING WAGES - In compliance with the provisions of Section 1776 of the Labor Code of the State of California, as amended, the Contractor and each of his subcontractors shall keep an accurate payroll record, showing the name, address, social security number, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worked employed by them in connection with the Project. Said records shall be available for inspection at all reasonable hours, and copies shall be made available to the employer or his authorized representative, the State Division of Labor Standards Enforcement, the State Division of Apprenticeship Standards, and the County.

See Section 7-1.02K(2) "Wages" of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for Marin County where the work is to be completed, are available at the Labor Compliance Office at the offices of the District Director for Caltrans District IV and at the Department of Public Works, County of Marin. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.