

INSTRUCTIONS TO BIDDERS

CALIFORNIA TAHOE EMERGENCY SERVICES OPERATIONS AUTHORITY

**Paramedic Facility Renovation
3066 Lake Tahoe Blvd.
South Lake Tahoe, Ca 96150**

SECURING DOCUMENTS:

Drawings and specifications, may be obtained from the Owner's Architect at:

Monarch Architecture
2264 Lake Tahoe Blvd Ste 13
South Lake Tahoe, Ca 96150
530.542.2919
Attention: H. Brooke Martone
brooke@laketahoearchitect.com

for a **non-refundable fee of One Hundred and Fifty Dollars (\$200.00) for each set.**

RETENTION:

The Owner will withhold retention of 5% from all progress payments.

REGISTRATION:

For all projects over Twenty-Five Thousand Dollars (\$25,000), the Owner shall not accept any bid or enter into any contract without proof of the bidder's current registration to perform public work under Labor Code section 1725.5.

For all projects over Twenty-five Thousand Dollars (\$25,000), the bidder shall not accept any subbid or enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code section 1725.5.

PRE-BID CONFERENCES OR SITE VISITS:

An mandatory pre-bid conference will be held on July 21th, 2023 (07/21/2023), at 1:00 p.m. (1:00 PM) at 3066 Lake Tahoe Blvd. Bidders attending the mandatory pre-bid conference, which would include the opportunity to inspect the site and may include dissemination of additional information in response to questions or otherwise, all bidders will be deemed to have notice of all conditions and information which bidders could have obtained or learned by attending the mandatory pre-bid conference, including but not limited to any conditions in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.

BIDS:

Bids to receive consideration shall be made in accordance with the following instructions:

1. Bids shall be made on a form included in this Bid Package. Bids not made on the proper form shall be disregarded. Numbers must be stated in words and figures, and the signatures of all individuals must be in longhand.
2. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications. If prequalification is required for this Contract, no bid will be accepted from a contractor that has not been prequalified.
3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Architect or Engineer, who will send written instructions clarifying such questions to each bidder. Oral responses will not be binding on the Owner, Architect or Engineer, or any Construction Manager.
4. Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.
5. Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, which are hereby incorporated and made a part hereof and these Instructions to Bidders, every bidder shall set forth in its bid (using the Owner's form for Designation of Subcontractors:
 - A. The name and location of the place of business, the California contractor license number, and for all projects over Twenty-Five Thousand Dollars (\$25,000), the public works contractor registration number, of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in

an amount in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the bidder's total bid. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

- B. The portion of the Work which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the bidder's total bid, the bidder agrees to perform that portion itself. The successful bidder shall not, without the consent of the Owner:
- 1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
 - 2) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
 - 3) Sublet or subcontract any portion of the Work in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.
6. The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and the rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available to any interested party on request.
7. All bids must be accompanied by a completed Non-Collusion Declaration and Sufficient Funds Declaration (Labor Code § 2810). All bids must also be accompanied by an executed Iran Contracting Act Certification, if required by law (see form); Workers' Compensation certification; Contractor Questionnaire.
8. Bids must be accompanied by a certified check, cashier's check, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Owner. If a bidder's bond accompanies the bid, said bond shall be secured by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected

by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner. Said check or bond shall be given as a guarantee that the bidder will enter into the Contract if awarded the Work, and in case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be payable to the Owner and retained as liquidated damages.

9. Bids shall be sealed and filed as indicated in the Notice to Bidders. Irrespective of how a bidder chooses to deliver the bid and other documents to the Owner, the bidder is responsible for ensuring that the bid and other documents are actually received at the location designated in the Contract Documents for receipt of the bid and other documents prior to the time for the bid opening. Bids and other documents for any reason not actually received at the designated location prior to the time for the bid opening shall not be opened or considered.
10. [Note: If the JPA will utilize any state funding (e.g. grant funds) then select “is” and include document 8 “DBVE Good Faith Worksheet” and document 9 “DVBE Certificate” in the bid packet] **THIS CONTRACT IS SUBJECT TO THE DVBE REQUIREMENTS OF MILITARY AND VETERANS CODE SECTION 999.2.**
11. Contractor shall maintain its license in good standing through Completion of the Work and all applicable warranty periods. Owner reserves the right to reject any bid as nonresponsive if bidder or any subcontractor is not licensed in good standing from the time the bid is submitted to Owner up to award of the Contract, whether or not the bidder listed the subcontractor inadvertently, or if a listed subcontractor’s license is suspended or expires prior to award of the Contract. Owner also reserves the right the reject any bid as nonresponsive if a listed subcontractor’s license is not in good standing to perform the work for which it is listed from the time of submission of the bidder’s bid to award of the Contract.
12. The Owner reserves the right to waive any irregularity and to reject any or all bids.
13. Each bidder must submit complete responses to the Contractor Questionnaire.
14. To summarize, each bid for the Contract must include the following documents:
 - a. Bid form
 - b. Bid security
 - c. Designation of Subcontractors
 - d. Non-Collusion Declaration
 - e. Sufficient Funds Declaration
 - f. Iran Contracting Act Certification, if required by law
 - g. Workers’ Compensation Certification
 - h. DVBE Good Faith Worksheet
 - i. DVBE Certificate

WITHDRAWAL OF BIDS:

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids or any authorized postponement thereof. A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code §5100 et seq.

Unless otherwise required by law, no bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening thereof or any extension thereof. The owner reserves the right to take more than sixty (60) days to make a decision regarding rejection of the bid or award of the Contract.

OPENING OF BIDS:

Opening of bids shall be as soon after the hour set as will be possible; opening and declaration to be as set forth in the Notice to Bidders.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

Before submitting a bid, bidders shall examine the drawings, read the specifications, the form of Agreement between Contractor and Owner, and the other Contract Documents. Bidders shall visit the site of the proposed Work, examine the building, or buildings, if any, and any work that may have been done thereon. Bidders shall fully inform themselves of all conditions, in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.

Pursuant to Public Contract Code section 1104: 1) bidders shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, except on clearly designated design build projects; 2) however, bidders shall be required to review architectural or engineering plans and specifications prior to submission of their bids and to report any errors and omissions to the Architect or Owner; and 3) the review shall be confined to the bidder's capacity as a bidder and not as a licensed design professional.

BID PROTESTS:

If any bid protest does not comply with the following procedures, Owner may reject the protest. The protest shall be:

1. In writing;
2. Filed and received at 2264 Lake Tahoe Blvd Ste 13 , no more than 5 days after Owner opens the bids;
3. Owner must receive the protest no later than 12 p.m. on the last day to file the protest; and

4. Set forth in detail all grounds for the protest, including all facts, supporting documentation, legal authorities and arguments in support of the bid protest.

Owner shall review a bid protest that was not rejected for failing to comply with the above procedures. Any final decision on a bid protest that was not rejected for failing to comply with the above procedures shall be made by the Governing Board.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

The form of Agreement between Owner and Contractor which the successful bidder will be required to execute, if awarded the Work, is a part of this Bid Package.

ADDENDA OR BULLETINS:

Any addenda or bulletins, issued during the time of bidding, shall form a part of the drawings and specifications loaned to the bidder for the preparation of its bid, shall be covered in the bid, and shall be made a part of the Contract Documents. All addenda or bulletins shall be signed by the Architect or Engineer.

EVIDENCE OF RESPONSIBILITY:

Upon the request of Owner, a bidder shall submit promptly to the Owner or its designee satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work required by the Owner, the bidder's organization available for the performance of the Contract, and any other required evidence of the bidder's or its subcontractor's qualifications to perform the proposed Contract. The Owner may consider such evidence before making its decision awarding the proposed Contract. Failure to submit evidence of the bidder's or its subcontractors' responsibility to perform the proposed Contract may result in rejection of the bid.

AWARD OF CONTRACT:

Rejection of any or all bids, to contract work with whomever and in whatever manner, to abandon work entirely, and/or to waive any informality in receiving of bids is reserved as the right of the Owner. Before the Contract is awarded, the Owner may at its sole discretion, require from the proposed Contractor on the Project further evidence of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform such proposed Contract and may consider such evidence before making its decision on the award of such proposed Contract.

The Contract shall be awarded to the lowest responsible and responsive bidder as interpreted by the Owner under California law and as specified herein and shall be entered into by the successful bidder within ten (10) days after mailing, faxing or delivery of the Notice of Award of Contract. Owner reserves the right, without any liability, to cancel the award of any bid for any reason at any time before the full execution of the Agreement between Owner and Contractor.

EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

The Agreement between Owner and Contractor shall be signed by the successful bidder in as many originals as the Owner deems necessary and returned, together with the required Contract bonds, insurance certificates, additional insured endorsement, declarations page, a Public Contract Code section 3006(a) Roof Project Certification, if required, and Drug-Free Workplace Certification, within ten (10) days after receipt of the notice of award of the Contract. If the ten (10) day period would expire after the date for commencement of the Work, Contractor must submit the documents before the date of commencement of the Work. If the successful bidder does not comply with this paragraph, Owner may revoke and/or cancel the award to the successful bidder and award the Contract to the next lowest bidder, or may otherwise proceed as allowed by law. A Roof Project Certification is not required if the Work involves repair of 25% or less of the roof, or costs \$21,000 or less.

CONTRACT BONDS:

As required by the Contract Documents, two bonds, as itemized below and in the forms presented in these Contract Documents, shall be furnished by the successful bidder on the Project at the time of entering into the Contract and filed with the Owner before the successful bidder commences any Work. They shall be in the form of surety bonds issued by Admitted Surety insurers (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

Performance Bond in the amount of one hundred percent (100%) of the Contract Sum to insure Owner during construction, and for one year after Completion and during any warranty or guaranty period, against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the Contract.

Payment Bond (Labor and Material) in the amount of one hundred percent (100%) of the Contract Sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this Contract.

SUBSTITUTION OF MATERIALS:

The Contractor must ensure that the proposed substitutions by the Contractor or its subcontractors are submitted to the Owner and Architect or Engineer a minimum of five (5) calendar days prior to the bid opening for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. An addendum may be issued prior to bid opening, including all equipment and materials deemed equivalent to those specified and approved by the Architect or Engineer. Submittals shall include comparative spec-data of the specified equipment or material and the proposed substitution as set forth in the Contract Documents. Submittals without this information will be automatically rejected.

PAYMENTS:

Payments to the Contractor on account of the Contract shall be made in accordance with the terms of the Contract Documents.

TAXES:

The Owner is generally exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Contractor to be used to obtain materials ordinarily subject to Federal Excise Tax without payment of the tax. Bidder shall deduct Federal Excise Taxes from their bid prices before submitting bids, so that such taxes will not be included in the Contract Sum.

EARLY TERMINATION:

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order Work on the Project to cease. The Owner will remain obligated to pay for the Work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the Work has not been done.

TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The Contract Time shall be 16 months. See Article III of the Agreement.

Liquidated damages for delay in Completion of the Work within the Contract Time will accrue and may be assessed as provided in the Contract Documents, including Article III of the Agreement and Article 8 of the General Conditions.