
City of Rio Dell
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532



City of Rio Dell Dog Park

210 Center Street
Rio Dell, CA. 95562

REQUEST FOR PROSOPAL

The City of Rio Dell is requesting proposals for the construction of the **Rio Dell Dog Park**. Proposals will be received by the City of Rio Dell at the office of the City Clerk until **3:00 p.m. Pacific Daylight Savings Time, July 3, 2023** and then at said office publicly opened and read aloud.

SUBMITTAL: The Contractor must submit one (1) *soft copy* (PDF electronic format) with the words "**RFP RIO DELL DOG PARK**" and one (1) *hard copy* to the City Manager.

Kyle Knopp
City Manager
675 Wildwood Avenue
Rio Dell, CA. 95562
knoppk@cityofriodell.ca.gov

Proposals received after the time and date set for receipt of proposals will not be accepted. It is the bidder's responsibility to ensure timely delivery of their bid.

Current E-mail Address Required

All proposals submitted shall include a current e-mail address. Once selected, Notice of Award shall be posted on the City's website; and Notice of Award, and notices of non-award, shall be sent to all proposers via e-mail.

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Advertisement for Bids

CITY OF RIO DELL
675 wildwood Avenue
Rio Dell, California 95562

Notice is hereby given that separate sealed bids for the award of contract for the construction of **Rio Dell Dog Park** will be received by the City of Rio Dell at the office of the City Clerk until **3:00 p.m. Pacific Daylight Savings Time, July 3, 2023** and then at said office publicly opened and read aloud.

The major work consists of construction of a new Dog Park, including earthwork, retaining wall, half-court basketball court, concrete walkways, concrete picnic tables and benches, chain-link fencing, concrete mowstrips, parking lot asphalt pavement, drainage improvements, irrigation system, landscaping, and other park amenities construction.

The time for completion shall be thirty (60) working days. There is an additional sixty (60) calendar days for establishment and maintenance of vegetation growth.

The Contract Documents, in their entirety, can be viewed and/or obtained from the City of Rio Dell website at www.cityofriodell.ca.gov or at the following location:

Humboldt Builders Exchange (www.humbx.com)

A payment bond prepared and executed in accordance with California Civil Code Section 3247 and a bond for faithful performance of the contract will be required of the successful bidder who is awarded the contract.

The successful bidder must comply with the latest general prevailing rate of per diem wages as determined by the Director of Industrial Relations, State of California, Department of Industrial Relations and is to be paid to the various craftsmen and laborers required to construct said improvements and is made a part of the specifications and contract for said work to which reference is hereby made for further particulars.

No contractor or subcontractor may be listed on a bid proposal or awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor registration information can be found at:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

Each bid shall be accompanied by cashier's or certified check or by a bidder's bond, made payable to the City of Rio Dell and executed by a corporate surety licensed to issue surety bonds in the State of California, for an amount equal to at least ten percent (10%) of the

amount of said bid and no bid shall be considered unless such cashier's or certified check or bidder's bond is enclosed therewith.

The successful bidder of this project shall have the following current and active California State Contractor's License at the time of the submission of the bid and throughout the duration of the contract: **C-27 – Landscape** or **Class A – General Contractor**.

Bidders shall refer to the Contract Document's Information for Bidders for complete instructions. Bidders are solely responsible for the cost of preparing their bids.

The City specifically reserves the right, in its sole discretion, to reject any or all bids, to re-bid, or to waive inconsequential defects, in bidding not involving time, or quality of the work. The City may reject any and all bids and waive any minor irregularities in the bids.

Information for Bidders

Sealed bids will be received by the City of Rio Dell (herein called the "Owner"), at the office of the City Clerk **until 3:00 p.m. Pacific Daylight Savings Time (PDST), on July 3, 2023**, then at said office, publicly opened and read aloud. Owner shall reject all bids received after the specified time and will return such bids to bidder, unopened. Bidders must submit bids in accordance with these instructions. No emailed or faxed bids will be accepted.

The major work consists of construction of a new Dog Park, including earthwork, retaining wall, half-court basketball court, concrete walkways, concrete picnic tables and benches, chain-link fencing, concrete mowstrips, parking lot asphalt pavement, drainage improvements, irrigation system, landscaping, and other park amenities construction. The time for completion shall be thirty (60) working days. There is an additional sixty (60) calendar days for establishment and maintenance of vegetation growth.

Each bid must be submitted in a sealed envelope and addressed to the City of Rio Dell at 675 Wildwood Ave, Rio Dell, CA. 95562. Each sealed envelope containing a bid must be plainly marked on the outside as **"RFP Rio Dell Dog Park: Attention City Clerk"**, and the envelope shall also bear on the outside, the name of the bidder, and their address. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Rio Dell, 675 Wildwood Ave, Rio Dell, CA. 95562, and also clearly state, **"RFP Rio Dell Dog Park: Attention City Clerk"**.

A complete bid includes the Bid Form, List of Subcontractors, Equal Employment Opportunity, Non-Collusion Affidavit, Debarment and Suspension Certification, Bid Schedule, Experience, Bid Bond with surety, and a copy of a current California State Contractor's License. A signed Addendum, if issued, must also be submitted with the sealed bid. The Total Bid Amount must be filled in, in ink or typewritten, and the bid must be fully completed and executed when submitted. Only one set of original bid forms are required to be submitted. Mistakes must be corrected and the correction inserted; correction must be initialed in ink by person or persons signing the bid. No conditional bids will be accepted.

The bid shall be signed by a person or persons legally authorized to bind bidder to the contract. The individual or individuals signing each document shall warrant that they are authorized to bind the bidder.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the bidder.

Each bid must be accompanied by a bid bond payable to the Owner for ten percent (10%) of the total amount of the bid. As soon as the bid amounts have been compared, the Owner will return the bid security of all except the three lowest responsive and responsible bidders. Once a bid has been awarded, and the payment bond and performance bond of the successful bidder has been received by the Owner, the bid security of the three remaining lowest responsive and responsible bidders will be returned.

All bonds must be acknowledged before a Notary Public by both the bidder and the surety. Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

Award and Execution of Contract

The party to whom the contract is awarded will be required to execute the Agreement, and obtain the performance bond and payment bond along with satisfactory evidence of insurance within ten (10) calendar days from the date when the Notice of Award is delivered to the successful bidder. The Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the Agreement, the Owner may, at his option, consider the bidder in default, in which case the bid bond accompanying the bid shall become the property of the Owner.

A performance bond and a payment bond, each in the amount of 100 percent of the Contract Price, with a corporate surety named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570, will be required for the faithful performance of the contract. The payment bond must be issued by an admitted surety insurer holding a certificate of authority to transact surety insurance in California issued by the Insurance Commissioner.

All bonds must be acknowledged before a Notary Public by both the bidder and the surety. Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The Owner, within 15 days of receipt of the performance bond, payment bond and agreement signed by the party to whom the contract was awarded, shall sign the Agreement and return to such party an executed duplicate of the agreement. Should the Owner not execute the Agreement within such period, the bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within 10 days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed has not been issued within such period, the time may be extended by mutually agreed upon, and the bidder may terminate the Agreement without further liability on the part of either party.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

Subcontractors

The subcontractors listed by bidder in the bid shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

Registration with California Department of Industrial Relations (DIR)

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. 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 at the time the contract is awarded. Labor Code Section 1771.1(a) requires contractors and their subcontractors to possess and maintain such registration with DIR in order to be awarded and to perform on public works projects (regardless of funding source).

Pursuant to Section 1771.4, each contractor and subcontractor shall furnish certified payroll records to the Labor Commissioner at least monthly and in a format prescribed by the Labor Commissioner of the DIR. Until such time that the DIR gives awarding agencies direct access to all certified payrolls submitted by contractors and subcontractors, contractor and his subcontractors are also required to submit copies of payroll records to Owner on a monthly basis. Information on the above can be found at:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

Prevailing Wage

This work is subject to prevailing wage requirements. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations of the State of California for similar classification of labor, the contractor and his subcontractor shall not pay less than the higher wage rate. In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations, the general prevailing rate for each craft, classification, or type of workman

required for execution of the Agreement. A copy of said prevailing rate of per diem wages is on file in the office of the Owner, and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications including addenda. After bids have been submitted, the bidder shall not assert that there was misunderstanding concerning the quantities of work or the nature of the work to be done. The failure or omission of any bidder to do any of the foregoing shall not relieve any bidder from any obligation with respect to his bid.

The Contract Documents contain the provisions required for the construction of the project. The Owner will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the Owner or its representatives. Any request for clarifications or questions of the Contract Documents shall be made in writing or email and deliverable to:

City of Rio Dell Public Works Department
Attn: Kyle Knopp
knoppk@cityofriodell.ca.gov
675 Wildwood Avenue
Rio Dell, CA 95562

Requests for clarification or questions shall be delivered to the Owner before 5:00 p.m. PDST or PST on June 9, 2023. Any Owner response to a request for clarification, questions and answers will be posted to the City's website at www.cityofriodell.ca.gov no later than 5:00 p.m. PDST or PST on June 16, 2023 and if necessary, shall become a part of the bid as an addendum.

Proposed timeline of events associated with the awarding of bid:

Release of Advertisement for Bid		May 15, 2023
Deadline to Submit Questions/Clarifications	5:00 p.m.	June 9, 2023
Addendum/Questions/Clarifications posted	5:00 p.m.	June 16, 2023
Bid Opening	3:00 p.m.	July 3, 2023
City Council Considers Bid		July 11, 2023 (tentative)
Issuance of a Notice to Proceed	On or before:	June 17, 2023 (tentative)
Construction to Begin	On or before:	July 31, 2023 (tentative)

Qualification of Bidder

The Owner may make such investigation as it deems necessary to determine the ability of the bidder to provide the services requested, and the bidder shall furnish to the Owner all information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid should the evidence submitted by, or investigation of, the bidder fail to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the bid and to complete the requirements contemplated therein.

Governing Law and Venue

This bid, or any contract that may result from the award of this bid, shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms, or provision of this bid or any contract that may result from the award of this bid, shall have venue in the County of Humboldt, State of California.

Mandatory Bid Protest Procedure

The lack of prompt procedure to resolve disputes regarding the bidding process would impair the Owner's ability to carry out its purpose of contracting this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in these Contract Documents, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a bid to the Owner for this work, the bidder agrees to comply with and to be bound by this procedure.

Any bid protest must be submitted in writing to the Owner before 5:00 p.m. on the fifth (5th) business day following bid opening.

1. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation. A non-refundable fee of One Thousand Dollars (\$1,000.00) made payable to the "City of Rio Dell" shall accompany the protest documents and will be used by the Owner to recover costs in evaluating the bid protest. A bid protest submitted without the requisite fee shall not be considered by the Owner.
2. The party filing the protest must have actually submitted a bid for the work. A subcontractor of a party submitting a bid for the work may not submit a bid protest. Only bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a bid.
3. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
4. The protest must refer to the specific portion of the Contract Documents which forms the basis for the protest.
5. The protest must include the name, address and telephone number of the person representing the protesting party.
6. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the

protest. Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

7. The Owner will give the protested bidder five (5) business days after the receipt of the protest to submit a written response. The responding bidder shall transmit the response to the protesting bidder concurrent with the delivery to the Owner.
8. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

If the Owner determines that a protest is frivolous, the protesting bidder may be determined to be non-responsive and/or non-responsible and that bidder may be determined to be ineligible for future contract awards.

Cancellation of Contract

The Owner may terminate any contract derived from this bid as follows:

- WITHOUT CAUSE at any time by giving thirty (30) calendar days written notice to the successful bidder;
- WITH CAUSE (Default) at any time by giving ten (10) calendar days written notice to the successful bidder. Cancellation for cause shall be at the discretion of the Owner and shall be, but is not limited to, failure to supply the items, materials, equipment or services specified within the time allowed or within the terms, conditions or provisions of this bid. The successful bidder may not cancel any contract derived from this bid, without prior written consent of the Owner.

Bid Form

TO: City of Rio Dell
675 Wildwood Avenue
Rio Dell, CA 95562

In compliance with the Advertisement for Bids the undersigned, as bidder, hereby offers to provide to the Owner, in accordance with the terms and conditions in the provisions set forth in the Contract Documents the stated total bid amount quoted on this Bid Form for the work of

Rio Dell Dog Park

Total Bid Amount: \$ _____

(Total Bid Amount in Written Form)

The undersigned certifies under penalty of perjury under the laws of the State of California and the United States of America, that the above quotation constitutes a bona-fide offer for the work, that undersigned is a duly authorized representative of the company listed, that the quotation is in no way sham or collusive, and that the executed Agreement between the bidder and Owner constitutes acceptance of bidder's total bid for the work stated in the Contract Documents. The undersigned has read the General Provisions, Special Provisions, and Technical Specifications in these Contract Documents. The undersigned further certifies, under penalty of perjury that the Non-Collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

The undersigned acknowledges receipt of the following addenda: _____

Signature: _____ Date: _____

Title: _____

Name of Business: _____

Doing business as: (*Check One*): ☐ An Individual ☐ A Partnership ☐ A Corporation

Business Address: _____

Telephone No.: _____ Fax No.: _____

E-Mail Address: _____

License No.: _____ Class & Expiration Date: _____

List of Subcontractors

The bidder shall herein set forth the name and location of the place of business of each subcontractor who will perform work or labor or render services to the bidder in or about the construction of the work in an amount in excess of one-half of one percent of the bidder's total bid, and the portion of the work which will be done by each subcontractor (see Item 34 of the General Provisions). Attach additional sheets, if necessary.

Project: **City of Rio Dell Dog Park**

The following work will be performed (or provided) by the following subcontractors, and coordinated by bidder:

<u>Company Name</u>	<u>Address</u>	<u>License No.</u>	<u>Section of Work</u>
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Equal Employment Opportunity

Contractor hereby certifies that bidder and subcontractors

- ☐ Have
- ☐ Have Not

participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, have filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is part of the bid. Signing this bid on the signature portion thereof shall also constitute signature of these certifications.

**Bid Schedule
For
Rio Dell Dog Park**

Bidder agrees to perform all the work described in the Contract Documents for the following unit and lump sum prices and understands that the quantity of work shown is approximate only. The schedule shall be completed by the bidder with the unit and lump sum prices entered in numerals. The extensions shall be made by the bidder. In case of discrepancy between the unit prices and the extension thereof, the unit price shall be considered as correct when evaluating bids.

ITEM NO.	ITEM	QUANTITY AND UNIT			UNIT PRICE		AMOUNT
1	Mobilization	1	LS	\$		\$	
2	Earthwork and Grading	1	LS	\$		\$	
3	Erosion Control (If Needed)	1	LS	\$		\$	
4	Relocate Existing Utility Pole and Services	1	LS	\$		\$	
5	100 Amp Electrical Panel	1	LS	\$		\$	
6	Electrical Connection to Irrigation Controller	1	LS	\$		\$	
7	Water Connection to City main and Drinking Fountain	1	LS	\$		\$	
8	Asphalt Sawcut Demolition & Removal	1	LS	\$		\$	
9	Landscaping	1	LS	\$		\$	
10	Irrigation	1	LS	\$		\$	
11	Concrete Sidewalks	1450+/-	SF	\$		\$	
12	Concrete A1-8 Curbs/Mowstrips	320+/-	LF	\$		\$	
13	5' Black Vinyl Coated Chain Link Fence, 5 – 4' Man Gates, 2 – 10' Swing Gates	460+/-	LF	\$		\$	
14	6' Black Vinyl Coated Chain Link Fence	60+/-	LF	\$		\$	
15	10' Black Vinyl Coated Chain Link Fence	125+/-	LF	\$		\$	
16	Hilfiker Pre Cast Concrete Benches	8	EA	\$		\$	
17	Hilfiker Pre Cast Concrete Picnic Tables	2	EA	\$		\$	

ITEM NO.	ITEM	QUANTITY AND UNIT			UNIT PRICE		AMOUNT
18	Hilfiker ADA Pre Cast Concrete Picnic Table	1	EA	\$		\$	
19	Concrete Pads - Benches	8	EA	\$		\$	
20	Concrete Pads - Picnic Tables	3	EA	\$		\$	
21	Concrete Basketball Court and Apron	1	LS	\$		\$	
22	Basketball Court Painting and Striping	1	LS	\$		\$	
23	Basketball Hoop	1	EA	\$		\$	
24	Retaining Wall Approximately 45 CYD's. Concrete	1	LS	\$		\$	
25	Fill – Basketball Court Area	550+/-	CYD's	\$		\$	
26	Trash/Recycling Containers	1	EA	\$		\$	
27	Bag Station	1	EA	\$		\$	
28	Bicycle Rack	1	EA	\$		\$	
29	Signs	3	EA	\$		\$	
30	Drinking Fountain	1	EA	\$		\$	
31	Asphalt Parking Lot	1	LS	\$		\$	
32	Parking Lot Striping, ADA Signage, Wheel Stops	1	LS	\$		\$	
33	ADA Ramp @ Parking Lot	1	EA	\$		\$	
34	4 Drainage Inlets & 2 - 24" Underground Storm Drain/Culvert	1	LS	\$		\$	
35	24" Valley Gutter	100+/-	LF	\$		\$	
					TOTAL	\$	

Note: The representations made herein are made under penalty of perjury. Any information contained in the bid which is proven false shall be considered nonresponsive and this bid shall be rejected.