



SMRPD's Mission Statement - "To promote community well being through programs and activities that protect, preserve and enrich the canyons' heritage, open space and unique way of life."

P.O. Box 8, Silverado California 92676 • www.smrpd.org

**Invitation for Bid
Notice to Prospective Bidders
4/2022**

Notice is hereby given, that the **Silverado Modjeska Recreation and Park District (SMRPD)**, Orange County, California, by and through its **Board of Directors**, hereinafter referred to as the Owner, will receive sealed bid packets for the paving of the parking lot and sports court areas at the **Silverado Community Center project located at 27641 Silverado Canyon Road, Silverado, CA.**

Note that all agreements entered into with the SMRPD will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

Sealed bids must be received by the **SMRPD** no later than 5:00 PM (Local Time) on May 17th, 2022 by mailing to: PO Box 8, Silverado, CA 92676. Bids received after such hour will be returned unopened. Bids received prior to this time shall be opened and publicly read at the public meeting scheduled to take place on May 17th, 2022 at 6:30 PM at the Silverado Community Center located at 27641 Silverado Canyon Road, Silverado, CA. All interested citizens are invited to attend and should any citizens require special provisions, such as handicapped modifications or non-English translation personnel, the **SMRPD** will provide such provisions as long as the request is made by May 15th, 2022.

A pre-bid meeting will be held at 11:00 A.M. (Local Time) on May 15th, 2022 at the Silverado Community Center, Silverado, California. All prime contractors, subcontractors, small, minority or women owned enterprises and other interested parties are invited to attend.

The Project will be constructed follows:

Pulverize in Place and Re-pave parking lot and sports court per map included herewith:

1. Sports Court

- a. Grind/coldmill approximately 4,000 sq ft existing paving to a depth of 4"
- b. Load and haul away all spoils to a legal recycling dumpsite
- c. Clean and apply PG-64-10 tack binder to surfaces prior to placement of new hot mix asphalt
- d. Supply and machine install new hot asphalt totaling 4,000 sq ft, three inches thick in 1-2 lifts
- e. Compact and roll to achieve a smooth finish.
- f. Restripe sports court including basketball and two (2) pickle ball courts

2. Parking Lot

- a. Grind/coldmill approximately 8,000 sq ft existing paving up to a depth of 3"
- b. Remove existing concrete entry way
- c. Load and haul away all spoils to a legal recycling dumpsite
- d. Clean and apply PG-64-10 tack binder to surfaces prior to placement of new hot mix asphalt
- e. Pave and compact low areas to achieve best drainage plan in 1-2 lifts
- f. Supply and machine install new asphalt totaling 8,000 sq ft, 3" thick including area between sports court and parking lot
- g. Compact and roll to achieve a smooth finish
- h. Install approximately 150 l.f. of redwood header board along perimeter of parking lot
- i. Include removal and replacement of 12 - 4' wheel stops, striping, lines, stalls, stencils and signs impacted by paving operations, including one handicap parking stall and fire curb with 4" of No Parking Fire Lane

- j. Re-install/replace rolling gate bottom wheel guide on fence gate between parking lot and sports court

All work to be completed in one (1) move-in.

The work to be performed and the bid to be submitted shall include sufficient and proper sums for all general construction, labor, materials, permits, licenses, insurance, and so forth incidental to and required for the construction of the facilities.

Each bid must be enclosed in a sealed envelope bearing the title of the Project and the name and address of Bidder. All bids must be submitted on the bid forms as identified in the Contract Documents and Specifications.

Each bid shall be accompanied by a certified check or acceptable bidder's bond made payable to the Owner, in a sum of not less than five percent (5%) of the total amount of the highest aggregate bid, which check or bond will be held by the Owner as evidence that the bidder will, if awarded the contract, enter into the same with the Owner upon notification from him to do so within ten (10) days of said notification.

Approved performance and payment bonds guaranteeing faithful and proper performance of the work and materials, to be executed by an acceptable surety company, will be required of the Contractor at the time of contract execution. The bonds will be in the amount of 100% of the Contract Price and must be in full force and effect throughout the term of the Construction Contract plus a period of twelve (12) months from the date of substantial completion.

The Owner reserves the right to reject any bid, or all bids, or to accept any bid or bids, or to make such combination of bids as may seem desirable, and to waive any and all informalities in bidding. 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 bid may be withdrawn after the scheduled closing time for receipt of bids for at least ninety (90) days.

A conditional or qualified Bid will not be accepted.

Award will be made to the lowest, responsive, responsible bidder. The low, responsive, responsible bidder must not be debarred, suspended, or otherwise be excluded from or ineligible for participation in federally assisted programs under Executive Order 12549.

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

Bids shall be properly and completely executed on bid forms included in the Specifications. A copy of the proposed Financial Statement to be submitted with the bid is included in the bid documents section to these specifications. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

Each Bidder is responsible for inspecting the Project site(s) and for reading and being thoroughly familiar with the Contract Documents and Specifications. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its Bid.

Wage rates on the project shall not be less than the federal wage scale published by the U.S. Department of Labor. Prevailing wages are applicable to the Project. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes. Pursuant to California Labor Code Sections 1720 et seq., it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

Bidders on this work shall be required to comply with the provisions of the President's Executive Order No. 11246, as amended. The Bidders shall also comply with the requirements of 41 CFR Part 60 - 4 entitled Construction Contractors -

Affirmative Action Requirements. A copy of 41 CFR Part 60 - 4 may be found in the Supplemental General Conditions of the Contract Documents and Specifications.

The Bidders attention is also called to the "Minority/Women Business Participation" requirements contained in the Project Specifications. The California Department of Housing and Community Development encourages grantees to contract with MBE/WBE businesses when possible.

The Contractor must meet guidelines and practices established by the Department of Housing and Community Development and appropriate federal regulations including: 1) Executive Order 11246, 2) Section 3 of the Housing and Community Development Act of 1968, as amended, 3) Certification of Non-Segregated Facilities, 4) OMB Circular A-102, 5) Title VI of the Civil Rights Act of 1964, 6) Section 504, Rehabilitation Act of 1973, 7) Age Discrimination Act of 1975, 8) Executive Order 12138, 9) Conflict of Interest Clause, 10) Retention and Custodial Requirements for Records Clause, 11) Contractors and Subcontractors Certifications, and others that may be appropriate or necessary.

Contract procurement is subject to the federal regulations contained in 2 CFR 200.

Any contract(s) awarded under this Advertisement for Bids are expected to be funded in part by a grant from the Department of Housing and Urban Development, as administered by the California Department of Housing and Community Development. Neither the United States nor any of its departments, agencies or employees is or will be a party to this Advertisement for Bids or any resulting contract.

Agreement Execution and Performance

- a. Performance shall start not later than ten (10) days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- b. All performance under the agreement shall be completed on or before the termination date of the agreement.

Any questions email isabellkerins@smrpd.org.

Silverado Community Center

