

NOTICE INVITING BIDS – DEMOLITION & REMOVAL OF 16 BLDGS

NOTICE IS HEREBY GIVEN that the City of Alameda (“City”), by and through PM Realty Group (hereinafter “PMRG”) will receive sealed bids until 2:00 P.M. on Friday November 6, 2015 for the demolition and disposal services of sixteen (16) vacant residential structures in strict accordance with the specification provided by Vista Environmental Consulting, LLC (“Project”). The Project is bounded by Orion Street, West Tower Avenue, Stardust Place, and Pearl Harbor Road (the “Project Site”) located at Alameda Point, Alameda, California.

Three (3) copies of the bids must be sealed and received prior to 2:00 P.M. on Friday November 6, 2015 addressed as follows:

**PM Realty Group
Ruby Rubio
Assistant Property Manager
950 West Mall Square, Suite 239
Alameda, CA 94501**

Any bids received after the scheduled closing time for receipt of bids shall be returned unopened.

The Work includes the following:

Furnishing all labor, materials, equipment, services, testing, permits, temporary controls and construction facilities, and all general conditions, general requirements and incidentals required to demolition sixteen (16) vacant residential structures and properly dispose of the debris and hazardous materials in strict compliance with the specification provided by Vista Environmental Consulting, LLC and applicable law (Exhibit A).

The Vista Environmental Specifications, Bid Form and Sample Contractor Agreement can be seen at <http://alamedaca.gov/business/bids-rfps> free of charge.

The Contract Time will be **sixty (60) days** from the date in the Notice to Proceed.

Copies of the Contract Documents are now on file and available for public inspection at PM Realty Group at 950 W. Mall Square, Room 239, Alameda, CA 94501.

Any Addenda issued before the time in which to submit Bids expires shall form a part of the Contract Documents and shall be included in the Bid. Bidders shall acknowledge and confirm receipt of any and all Addenda in their Bid proposals.

PREVAILING WAGES. This project is subject to the requirements of California Labor Code Section 1770 et seq. and Section 2-67 of the Alameda Municipal Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractor and all subcontractors shall pay not less than the prevailing rate of wages to all workers on the Project.

The State prevailing wage rates are available on line at www.dir.ca.gov

BID SECURITY. Bid security will not be required for this solicitation.

BONDS. The successful Bidder shall furnish a Performance Bond in the sum of one hundred percent (100%) of the Contract Bid to guarantee the performance of the Contract, and a Payment Bond in the sum of one hundred percent (100%) of the Contract Price.

PRE-BID MEETING AND WALKTHROUGH. A mandatory pre-bid meeting and Project Site walk through will be held on **Monday, October 19, 2015 at 11 a.m. in front of the vacant apartment buildings on Orion Street and West Tower Avenue, Alameda, CA.**

At the pre-bid meeting, PMRG staff will address to the extent possible all questions regarding the Project and will then conduct a walk-through of the Project Site. Any question that is not answered at the meeting will be provided in writing to all attendees within five days of the pre-bid meeting. Prospective Bidders may also view the Project Site from the public street without making arrangements. However, trespassing onto the City owned or fenced property is prohibited.

REQUEST FOR INFORMATION. The deadline to submit questions regarding the Project is **Friday, October 30, 2015.**

RESERVATION OF RIGHTS. The City reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of the City, and waive any informalities or irregularities in the bids. The Contract will be awarded, if at all, to the responsible bidder that submits the lowest responsive bid.

LICENSE. The City has determined that the Contractor shall possess a valid **Class B General Contractors License** issued by the California Contractors State License Board at the time it submits its bid.

RETENTION OPTIONS. Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the City of Alameda to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code Section 22300.

Date: _____

By: _____

Ruby Rubio
PMRG, Assistant Property Manager

END OF NOTICE INVITING BIDS

INFORMATION FOR BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to PMRG on the Bid Forms which are a part of the Bid Package for the Project. Contract Documents may be obtained at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Any applicable charges for the Contract Documents are stated in the Notice Inviting Bids (Exhibit C).

PMRG may also make the Contract Documents available for review at one or more plan rooms and/or electronically, at <http://bit.ly/1OYnSiq>.

2. EXAMINATION OF CONTRACT DOCUMENTS

PMRG has made copies of the Contract Documents available as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract Documents. Failure of Bidder to investigate and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of PMRG by submission of a written request for an interpretation or correction to PMRG. Such submission, if any, must be sent to the PMRG's Project Manager Ruby Rubio not later than **Friday October 30, 2015**.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased a set of Contract Documents. Neither City nor PMRG will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include full compensation for the Work.

4. INSPECTION OF SITE

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (during the mandatory walkthrough), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Conference and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids.

By submitting a Bid, each bidder acknowledges that it has visited the Project Site, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

5. **ADDENDA**

The City, through PMRG, reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by PMRG shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City through PMRG issues an Addendum which makes material changes to the Project less than 72 hours prior to the deadline for submission of bids, PMRG will extend the deadline for submission of bids. City through PMRG may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide PMRG a name, address, email and facsimile number to which Addenda may be sent, as well as a telephone number by which PMRG can contact the bidder. Copies of Addenda will be furnished by email, facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information.

Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the PMRG to verify that he has received all Addenda issued, if any, prior to the bid opening.

6. **ALTERNATE BID ITEMS**

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid alone unless otherwise provided in the Notice Inviting Bids.

Regardless of whether the alternates bid items will be considered in determining the low bid, PMRG may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

The time required for completion of the alternate bid items has been factored into the Contract Time and no additional time will be allowed for performing any of the alternate bid items.

7. **COMPLETION OF BID FORMS**

Bids shall be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by PMRG will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Deviations in the bid form may result in the bid being deemed non-responsive.

Bids quoted must be binding for a minimum of ninety (90) days. Please refer to Attachment 1 of Bid Form for work/cost breakdown requirement (Exhibit B).

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

9. DESIGNATION OF SUBCONTRACTORS

Pursuant to State law, the Bidders must identify each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one-half of one percent (1/2%) of the Bidder's Total Bid Price, as well as the portion of work each such subcontractor will perform on the form provided herein by PMRG. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form. Pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.

Effective January 1, 2015, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

10. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, any bid submitted by a contractor not currently licensed in accordance with state law to be non-responsive, and PMRG shall reject the Bid. PMRG may request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to PMRG of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

11. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint

venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

12. BID GUARANTEE [INTENTIONALLY OMITTED]

13. SUBMISSION OF SEALED BIDS

Bid documents shall be submitted in a sealed, addressed envelope and delivered or mailed, postage prepaid to PMRG, at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the Internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by PMRG.

14. DELIVERY AND OPENING OF BIDS

Bids will be received by PMRG at the address shown in the Notice Inviting Bids up to the date and time shown therein. PMRG will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. City through PMRG may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

15. WITHDRAWAL OF BID

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

16. BASIS OF AWARD; BALANCED BIDS

City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. City may reject any Bid that in its opinion when compared to other bids received or to City's internal estimates, does not accurately reflect the cost to perform the Work. City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit, to one or more particular bid items.

17. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No Bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subbid to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subbid or quoting prices to other bidders submitting a bid to City. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

18. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

19. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply City with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract Time will begin to run ten (10) calendar days from the date of the notification. Once City receives all of the properly drafted and executed documents and certifications from the Bidder, City shall issue a Notice to Proceed to that Bidder.

20. BID PROTESTS

Any bid protest relating to the form or content of the bidding, Bid Forms or Contract Documents must be submitted in writing via email to:

Andrico Q. Penick, Assistant City Attorney
Alameda City Attorney's Office
2263 Santa Clara Avenue, Room 280
Alameda, CA 94501
apenick@AlamedaCityAttorney.org

at least five (5) business days before the original date set for the bid opening. Any Bidder who submits a bid without making a protest shall be deemed to have waived any objection to the form or content of the bidding or Contract Documents not previously stated in writing.

Any bid protest relating to a bid received by PMRG or any City procedure or action related to the bid opening or proposed contract award must be submitted in writing via email to:

Andrico Q. Penick, Assistant City Attorney
Alameda City Attorney's Office
2263 Santa Clara Avenue, Room 280

on or before 4:00 p.m. on the fifth (5th) working day following Bid opening.

- A. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation.
- B. 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. A party may not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.
- C. The protest must refer to the specific portion of the Bid Document which forms the basis for the protest.
- D. The protest must include the name, address and telephone number of the person representing the protesting party.
- E. 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.
- F. The City Attorney will give the protested apparent low Bidder five (5) working 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 delivery to the Alameda City Attorney.
- G. The City Attorney will give the party filing the protest two (2) working days after receipt of the response from the protested Bidder to submit a written rebuttal.
- H. Within three (3) business days of receiving a timely rebuttal or within six (6) business days of receiving a written response, if no rebuttal is timely received, the City Attorney shall issue a determination in writing as to the bid protest which will be sent to all Bidders via email.
- I. 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.
- J. If the City Attorney determines that a protest is frivolous, the protesting Bidder may be determined to be non-responsible and that Bidder may be determined to be ineligible for future contract awards.

A courtesy copy of the bid protest, response and/or rebuttal may be sent to PMRG. However, this is not a substitute for a timely submission to the Alameda City Attorney.

21. WORKERS COMPENSATION

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

22. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the amount of work completed. The City will retain five percent (5%) of each progress payment unless otherwise provided by the Contract Documents. At the Contractor's request and expense, the Contractor may substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

23. PREVAILING WAGES

The Director of the Department of Industrial Relations has set the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates may be obtained online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted at the job site(s). In addition:

- A. Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>
- B. No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.
- C. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- D. The Prime Contractor is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d).
- E. Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at <https://apps.dir.ca.gov/ecpr/das/altlogin>

24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any

contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

25. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to City four identical counterparts of the Performance Bond and Payment Bond in the form supplied by City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee, if any. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to City. The Performance Bond and the Payment Bond shall each be for one hundred percent (100%) of the Contract Price.

26. REQUESTS FOR SUBSTITUTION [INTENTIONALLY OMITTED]

27. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

28. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

29. EXHIBITS:

- A. Vista Environmental Specifications
- B. Bid Form
- C. Sample Contractor Agreement

END OF INFORMATION FOR BIDDERS