



City of San Juan Capistrano Agenda Report

TO: Honorable Mayor and Members of the City Council

FROM: *BS* Ben Siegel, City Manager

SUBMITTED BY: Steve May, Public Works and Utilities Director *SM*

PREPARED BY: Paul Meshkin, P.E., Senior Civil Engineer *PM*

DATE: July 19, 2016

SUBJECT: Consideration of Award of a Contract for the Camino Capistrano Pavement Rehabilitation Project from La Zanja Street to Oso Road (CIP16109) Federal Project No. SPTL-5372 (016) (R.J. Noble Company)

RECOMMENDATION:

By motion,

1. Award a Contract for the Camino Capistrano Pavement Rehabilitation Project from La Zanja Street to Oso Road (CIP 16109) to the lowest responsible bidder, R.J. Noble Company, in the amount of \$664,887; and,
2. Authorize the City Manager to execute the contract and approve change orders for a total amount not to exceed 10% of the contract amount.

EXECUTIVE SUMMARY:

Four bids for the Camino Capistrano Pavement Rehabilitation Project from La Zanja Street to Oso Road (CIP 16109) (Project) were received and opened on June 27, 2016. Bids are valid for a period of ninety days from the bid opening date (until September 25, 2016). The general area of the project is shown on Attachment 1. Staff evaluated the bids and is recommending that the City Council award a Contract to the lowest responsible bidder, R.J. Noble Company, in the amount of \$664,887. Additionally, staff is recommending that the City Manager be authorized to execute the contract and approve Change Orders to the Contract for a total amount not to exceed 10% of the Contract amount.

DISCUSSION/ ANALYSIS:

The Project scope includes pavement rehabilitation on Camino Capistrano from La Zanja Street to Oso Road, repair and reconstruction of damaged curb and gutter, and construction of American with Disabilities Access (ADA) compliant ramps. A total of four bids were received and evaluated and were found to be responsive with the following bid results:

<u>Contractor's Name</u>	<u>Bid Amount</u>
R.J. Noble Company	\$664,887
Hardy Harper, Inc.	\$686,000
All American Asphalt	\$705,731
Palp, Inc.	\$761,925

The lowest responsive bid was \$664,887 by R.J. Noble Company. This bid amount is below the Engineer's Estimate of \$734,000. A time limit of forty working days from the date of a Notice to Proceed has been set for completion of the construction with an expected completion date of October 31, 2016. Staff has checked the references, licenses, and payment bonds, and has received positive feedback for the low bidder's performance.

FISCAL IMPACT:

The Project's total construction cost inclusive of 10% contingency, 15% contract administration, and staff time is \$841,082. The City's adopted Fiscal Year 2015-16 budget for Arterial Pavement Rehabilitation Projects (CIP16109) is \$1,244,075 which includes \$465,000 in Regional Surface Transportation Program (RSTP) Grant funds and \$779,075 in Gas Tax and Measure M funds. Therefore, there are sufficient funds to award the Contract to R.J. Noble Company to construct the Project.

ENVIRONMENTAL IMPACT:

This project has been reviewed in accordance with the provisions of the California Environmental Quality Act (CEQA). The City's Environmental Administrator has determined that the project is Categorical Exempt under CEQA Guidelines Section 15301; Class 1(c) "Existing Facilities". The project is consistent with Section 15301(c) because the pavement rehabilitation and construction of American with Disabilities compliant ramps project is in an area in which the public right of way exists with no expansion. A Notice of Exemption (NOE) will be posted should the project receive final approval.

PRIOR CITY COUNCIL REVIEW:

- On September 16, 2014, the City Council adopted a Resolution authorizing submission of an application for grant funds in the Orange County Transportation Authority Call for Projects for the Pavement Rehabilitation Project (Camino Capistrano and Junipero Serra Road).

- On May 5, 2015, the City Council approved a Personal Services Agreement with AndersonPenna Partners, Inc. to perform professional engineering services to prepare pavement design, specifications, and cost estimates for four arterial streets segments.
- On June 21, 2016, the City Council Approved Program Supplement Agreement No. F015 to Administering Agency-State Agreement No. 12-5372F15 for the Camino Capistrano Pavement Rehabilitation Between La Zanja Street to Oso Road Project (CIP 16109)

COMMISSION/COMMITTEE/BOARD REVIEW AND RECOMMENDATIONS:

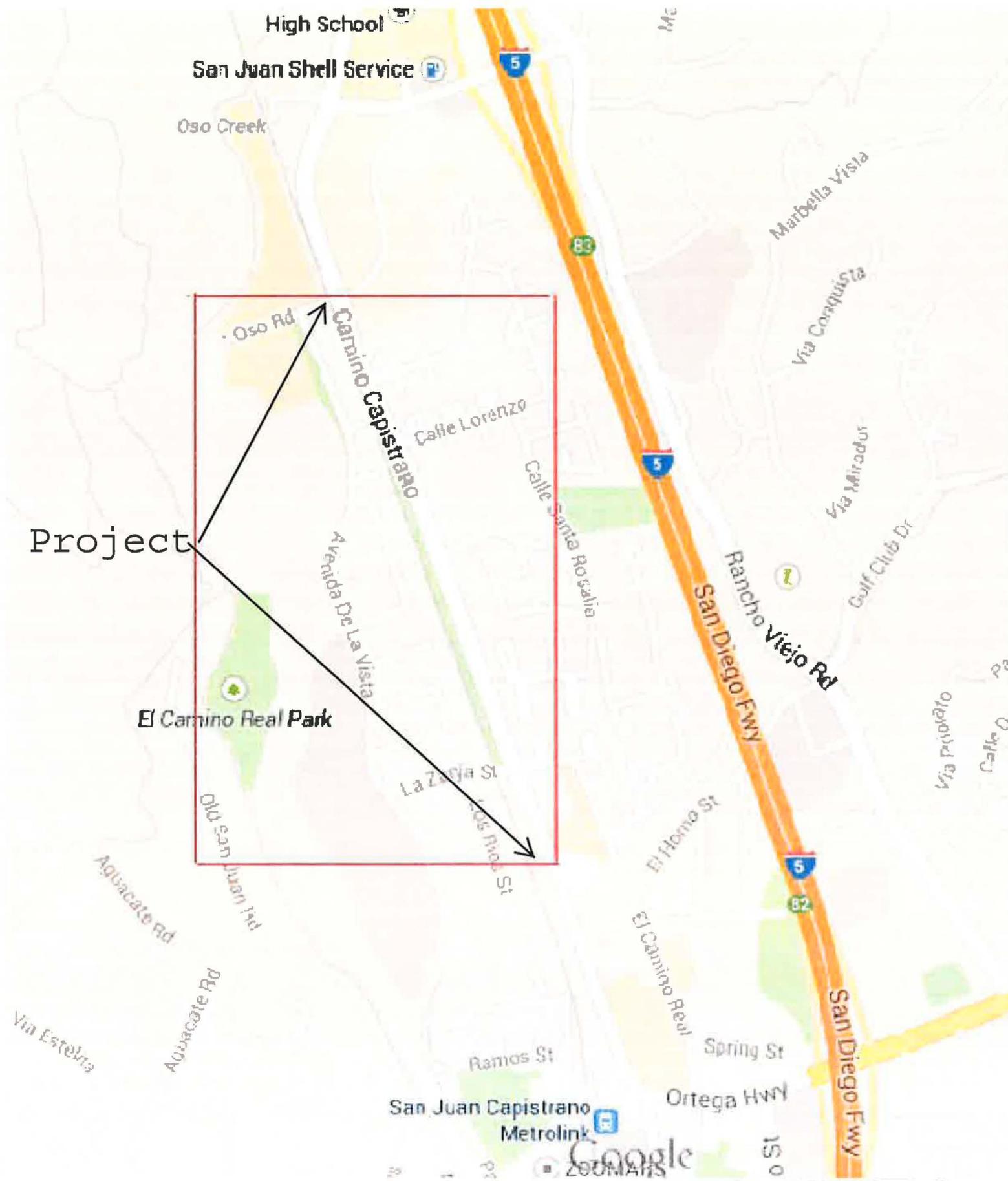
This project does not require commission review.

NOTIFICATION:

R.J. Noble Company
Hardy Harper, Inc.
All American Asphalt
Palp, Inc. DBA Excel Paving Company

ATTACHMENT(S):

Attachment 1 – Location Map
Attachment 2 – Construction Contract



ATTACHMENT 1

00 52 13 – CONTRACT

This CONTRACT, No. _____ is made and entered into this ____ day of _____, _____, by and between **City of San Juan Capistrano**, sometimes hereinafter called "City," and **R.J. Noble Company**., sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents for the following Project:

CAMINO CAPISTRANO PAVEMENT REHABILITATION PROJECT (LA ZANJA STREET TO OSO ROAD (CIP 16109))

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **Forty (40) working days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

c. **CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Six hundred sixty four thousand eight hundred eighty seven Dollars (\$ 664,887). Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Section 00 73 13, Section 1.9 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

e. **COMPONENT PARTS OF THE CONTRACT.** The Contract includes all component parts contained in these Contract Documents for Camino Capistrano Pavement Rehabilitation Project (La Zanja Street to Oso Road) (CIP 16109), which include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Form
Bid Bond
Designation of Subcontractors

Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions
Technical Specifications
Federal Requirements
Addenda
Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition,
Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

f. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code that are applicable to this Work.

Because the Work is funded through federal funds, the Contractor and all its subcontractors shall comply with all requirements set forth in the attached Federal Requirements.

g. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

h. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

R.J. NOBLE COMPANY
Name of Contractor

CITY OF SAN JUAN CAPISTRANO

By _____

By _____

Name and Title: _____

City Manager

[Signature]
Date: _____

License No. _____

Date: _____

**(CONTRACTOR'S SIGNATURE MUST BE
NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

Approved as to form this _____ day of _____ 20__.

[Signature]
Attorney for City of San Juan Capistrano

END OF CONTRACT

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

	Title(s)	Title or Type of Document
<input type="checkbox"/> Partner(s)	<input type="checkbox"/> Limited <input type="checkbox"/> General	Number of Pages
<input type="checkbox"/> Attorney-In-Fact		
<input type="checkbox"/> Trustee(s)		
<input type="checkbox"/> Guardian/Conservator		Date of Document
<input type="checkbox"/> Other:		

Signer is representing:
 Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

00 21 13 – INSTRUCTIONS TO BIDDERS

ARTICLE 1. SECURING DOCUMENTS

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Bid and Contract Documents may be obtained from <http://www.coastalblue.com>, 33091 Calle Perfecto, Suite B., San Juan Capistrano, CA 92675 - (949) 240-9911 as indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any charge for the Contract Documents is stated in the Notice Inviting Bids.

The City may also make the Contract Documents available for review as indicated in the Notice Inviting Bids.

“Addenda, if any, issued during the bid period will be sent only to those contractors who have obtained documents and any Addenda will be posted on <http://www.coastalblue.com>. Failure to acknowledge addenda may make a bid nonresponsive and not eligible for award of the contract.

ARTICLE 2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

At its own expense and prior to submitting its Bid, each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract, and all other documents referenced herein. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the contract and no relief for error or omission will be given except as required under State law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

ARTICLE 3. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other proposed contract documents may submit to the Engineer of the City a written request for interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other proposed contract documents will be made only by a written addendum duly issued and a copy of such addenda will be mailed or delivered to each prospective Bidder who has purchased a set of Drawings and Specifications. The City will not be responsible for any other explanation or interpretations of the proposed documents. If a Prospective Bidders becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the Prospective Bidder to promptly bring it to the attention of the City.

ARTICLE 4. ADDENDA

The City 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 the City shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the City will extend the deadline for submission of Bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide City a name, address, email address, and facsimile number to which Addenda may be sent, as well as a telephone number by which the City 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 Public Works Department to verify that it has received all Addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the Addenda received prior to bidding in the space provided in the Bid Form. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

ARTICLE 5. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City 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.

ARTICLE 6. COMPLETION OF BID FORMS

Bids shall only 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 the City 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. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL, OR A TYPEWRITER IS REQUIRED. Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

ARTICLE 7. 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 not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

ARTICLE 8. SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.

ARTICLE 9. LICENSING REQUIREMENTS

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

ARTICLE 10. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to City of San Juan Capistrano; or (c) a Bid Bond secured from a surety company satisfactory to the City Council, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to City of San Juan Capistrano as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after the City provides the successful bidder the Notice of Award, the successful bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and City may enter into a contract with the next lowest responsive responsible bidder, or may call for new bids. No interest shall be paid on funds deposited with the City. City will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after award of the contract.

ARTICLE 11. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code Section 2200 *et seq.*, the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section

2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the bid package and must be signed and dated under penalty of perjury.

ARTICLE 12. NONCOLLUSION DECLARATION

Bidders on all public works contracts are required to submit a declaration of noncollusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

ARTICLE 13. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

ARTICLE 14. BIDDER INFORMATION AND EXPERIENCE FORM

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the bid to be rejected as non-responsive. The City reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the Engineer that the Bidder is qualified to properly carry out the terms of the contract.

ARTICLE 15. WORKERS' COMPENSATION CERTIFICATION

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the City the following certificate prior to performing the work under this Contract:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

The form of such Workers' Compensation Certificate is included as part of this document.

ARTICLE 16. 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.

ARTICLE 17. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials, in a sealed envelope, addressed and delivered or mailed, postage prepaid, to the Engineering Department of the City before the time and day set for the receipt of bids. The envelope shall bear the title of the work and the name of the bidder. 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 the City as provided herein. Bids received after the time and day set for the receipt of bids shall be returned to the bidder unopened. The envelope shall also contain the following in the lower left-hand corner thereof:

**Bid of _____ (Bidder's Name)
for the Camino Capistrano (La Zanja Street to Oso road) Pavement Rehabilitation Project**

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City may reject any bid not strictly complying with City's designated methods for delivery.

ARTICLE 18. OPENING OF BIDS

At the time and place set for the opening and reading of bids, or any time thereafter, each and every bid received prior to the time and day set for the receipt of bids will be publicly opened and read. The City 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 date(s) and time(s) indicated.

The public reading of each bid will include the following information:

- A. The name and business location of the bidder.
- B. The nature and amount of the bid security furnished by bidder.
- C. The bid amount.

Bidders or their representatives and other interested persons may be present at the opening of

the bids. The City may, in its sole discretion, elect to postpone the opening of the submitted Bids. The City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

ARTICLE 19. WITHDRAWAL OF BID

Any bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to City within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq.*, or as otherwise may be allowed with the consent of the City.

ARTICLE 20. BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder shall be allowed to make, file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

ARTICLE 21. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The City will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

ARTICLE 22. PREVAILING WAGES

The City has obtained from the Director of the Department of Industrial Relations 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 are available at the City Clerk's Office of the City or may be obtained online at <http://www.dir.ca.gov>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

Because the Work involves federal funds, compliance with the Davis-Bacon Fair Labor Standards Act is required. The Contractor and all its subcontractors shall pay the higher of the state or federal prevailing wage rates.

ARTICLE 23. 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 Labor Code Sections 1777.1 or 1777.7. 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 the 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.

ARTICLE 24. INSURANCE REQUIREMENTS

Prior to commencing work, the successful bidder shall purchase and maintain insurance as set forth in the General Conditions.

ARTICLE 25. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

The successful bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of City, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to City within ten (10) working days from the date the City provides the successful bidder with the Notice of Award.

ARTICLE 26. 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.

ARTICLE 27. PERMIT AND INSPECTION FEE ALLOWANCE

Notwithstanding anything contained herein, the Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance.

ARTICLE 28. FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the City's City Clerk office. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific City staff determination or recommendation being protested;

- D. Specify in detail the grounds for protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the City may reject the protest without further review.

If the protest is timely and complies with the above requirements, the City's City Clerk office or other designated City staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The City Clerk office will provide a written decision to the protestor.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

ARTICLE 29. BASIS OF AWARD; BALANCED BID

The City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Bid Price.

The City may reject any Bid which, in its opinion when compared to other Bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The 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.

ARTICLE 30. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the 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 the City notifies the Bidder of the award, the Bidder will have ten (10) working days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run twenty (20) working days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

ARTICLE 31. 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. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

ARTICLE 32. QUESTIONS

Questions regarding this Notice Inviting Bids may be directed to Paul Meshkin, Senior Civil

Engineer AT (949)443-6350 or email at Pmeshkin@sanjuancapistrano.org. No other members of the City's staff or City Council should be contacted about this procurement during the bidding process. Any and all inquiries and comments regarding this Bid must be communicated in writing, unless otherwise instructed by the City. The City may, in its sole discretion, disqualify any Bidder who engages in any prohibited communications.

NOTICE INVITING BIDS

Repavement of Camino Capistrano from La Zanja Street to Oso Road, Repair and Reconstruction of Damaged Curb and Gutter and Construction of American with Disabilities Access (ADA) Compliant Ramps - CIP 16109

NOTICE IS HEREBY GIVEN that the City Council of the City of San Juan Capistrano ("City") invites and will receive sealed Bids up to but not later than **2:00 p.m. Monday June 27th, 2016** at the office of the City Clerk located at 32400 Paseo Adelanto, San Juan Capistrano, California, for the furnishing to City of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for the Camino Capistrano Pavement Rehabilitation between La Zanja Street and Oso Road, **CIP 16109 and Federal #STPL 5372 (016)** (the "Project"). At said time, Bids will be publicly opened and read aloud at the City Office. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

Project includes the repavement of Camino Capistrano from La Zanja Street to Oso Road, repair and reconstruction of damaged curb and gutter and construction of American with Disabilities Access (ADA) compliant ramps.

Bids must be submitted on the City's Bid Forms. Bidders may review the Contract Documents at no cost at the Public Works Department public counter at: 32400 Paseo Adelanto, San Juan Capistrano, CA 92675. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the City shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

Bidders may obtain a copy of the Contract Documents from <http://www.coastalblue.com>, 33091 Calle Perfecto, Suite B., San Juan Capistrano, CA 92675 - (949) 240-9911 at a cost of up to \$50.00. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the City shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on <http://www.coastalblue.com>. It is the responsibility of each prospective bidder to check <http://www.coastalblue.com> on a daily basis through the close of bids for any applicable addenda or updates. The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on <http://www.coastalblue.com> may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by <http://www.coastalblue.com>.

Each Bid shall be accompanied by cash, a certified or cashier's check, or Bid Bond secured from a surety company satisfactory to the City Council, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to City of San Juan Capistrano as bid security. The bid security shall be provided as a guarantee that within five (5) working days after the City provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance.

The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with City.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by City to ensure its performance under the contract.

The Project will be funded in whole or in part by the following funding source in addition to City funds: Federal Highway Administration (FHWA) funds through the California Department of Transportation (Caltrans).

Bids must comply with all requirements associated with this funding source, including, but not limited to, compliance with Buy America requirements, including submission of the required Buy America certificate. In addition, the successful Bidder will be required to comply with all requirements associated with the FHWA funding in carrying out the Project, as further set forth in the Contract Documents.

Pursuant to Labor Code Section 1773, City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Orange County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/

In addition, a copy of the prevailing rate of per diem wages is available at the City Clerk office and shall be made available to interested parties upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors. Because the Project involves federal funds, the Davis-Bacon Fair Labor Standards Act federal prevailing wage requirements and rates shall also apply, and are attached to the Contract Documents. The selected Contractor and all its subcontractors shall pay the higher of the state or federal prevailing wage rates.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to

evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract: Class A.

The City affirmatively assures that Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation and that no bidder, contractor or subcontractor will be discriminated against on the grounds of race, color, religion, sex or national origin in consideration for an award. For this contract the City has established a 7 % DBE-participation goal. If a Bidder does not achieve the established DBE goal, its bid will be deemed responsive only if, in the City's sole opinion, it meets the good faith efforts requirements further detailed in the DBE Requirements attached hereto. All Bidders are encouraged to submit evidence of good faith efforts regardless of whether the Bidder believes it can meet the DBE goal.

EQUAL EMPLOYMENT OPPORTUNITY: Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246).

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the selected Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	11.9%	6.9%

These goals are applicable to all the selected Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the selected Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The selected Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the selected Contractor shall make a good faith effort to employ minorities and women evenly on each of its

projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the selected Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The selected Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

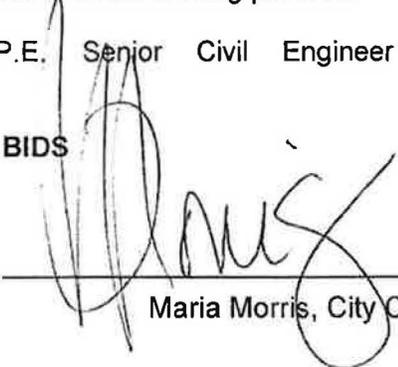
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Orange County.

Substitution requests shall be made within 35 calendar days after the award of the contract. Pursuant to Public Contract Code Section 3400(b), the City may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those listed in the Standard Specifications be used for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions.

City shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by the City from the BASE BID ALONE. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Paul Meshkin, P.E. Senior Civil Engineer at Pmeshkin@sanjuancapistrano.org or (949)443-6350

END OF NOTICE INVITING BIDS



Maria Morris, City Clerk

00 52 13 – CONTRACT

This CONTRACT, No. _____ is made and entered into this ____ day of _____, _____, by and between **City of San Juan Capistrano**, sometimes hereinafter called "City," and **R.J. Noble Company**., sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents for the following Project:

CAMINO CAPISTRANO PAVEMENT REHABILITATION PROJECT (LA ZANJA STREET TO OSO ROAD (CIP 16109))

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **Forty (40) working days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

c. **CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Six hundred sixty four thousand eight hundred eighty seven Dollars (\$ 664,887). Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Section 00 73 13, Section 1.9 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

e. **COMPONENT PARTS OF THE CONTRACT.** The Contract includes all component parts contained in these Contract Documents for Camino Capistrano Pavement Rehabilitation Project (La Zanja Street to Oso Road) (CIP 16109), which include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Form
Bid Bond
Designation of Subcontractors

Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions
Technical Specifications
Federal Requirements
Addenda
Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition,
Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

f. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code that are applicable to this Work.

Because the Work is funded through federal funds, the Contractor and all its subcontractors shall comply with all requirements set forth in the attached Federal Requirements.

g. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

h. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

R.J. NOBLE COMPANY
Name of Contractor

CITY OF SAN JUAN CAPISTRANO

By _____

By _____

Name and Title: _____

City Manager

[Signature]

Date: _____

License No. _____

Date: _____

**(CONTRACTOR'S SIGNATURE MUST BE
NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

Approved as to form this _____ day of _____ 20__.

Attorney for City of San Juan Capistrano

END OF CONTRACT

