THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY FIRE HEAD QUARTERS, IN CALABASAS



2024 REQUEST FOR BIDS FROM QUALIFIED DESIGN BUILD SUPPLIERS

FOR

THE DESIGN, CONSTRUCTION, DELIVERY AND INSTALLATION, OF A PREFABRICATED METAL PARKING STRUCTURE FOR MRCA HOLIDAY CAMP

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SCOPE OF WORK

010000 - SUMMARY AND SCOPE OF WORK

1.1 PROJECT INFORMATION

A. Project Identification

The furnishing of all labor, material, equipment, services, and incidentals necessary for a turnkey installation of a prefabricated metal roof covered parking structure for Holiday Camp, at 1670 Las Virgenes Canyon Road Calabasas, CA 91302.

Name: - Prefabricated Metal Parking structure, Design, Construct, Delivery & Installation

1. Site Address: 1670 Las Virgenes Canyon Road, Calabasas, CA 91302.

B Contacts

 Owner: Mountains Recreation and Conservation Authority (MRCA). Fire Division Head Quarters.
 1670 Las Virgenes Canyon Rd Calabasas, CA 91302 Tel (818) 880-4752

2. Owner's Representative: Leigh Adams Croley Phone#: (323) 490-0463 Email: leigh.croley@mrca.ca.gov

C. Schedule

- 1. Anticipated Notice of Award of Bid: <u>April 25th, 2024</u>. This date is subject to change without notice.
- 2. Anticipated Installation Start Date: <u>2-3 months from prefabricated</u> construction and delivery to said facility.
- 3. Anticipated Contract Length: _90_ Calendar Days
- 4. Phasing or Sequencing Requirements: None
- 5. Inclement Weather Days: Contractor shall include Inclement Weather Days within the baseline schedule with a total duration equivalent to average in the area as determined by NOAA. The weather days shall be shown on the schedule and if not used will become float. Refer to General Conditions for specific inclement weather information.

- 6. Contractor shall commence performance of the Work upon the date specified in the Notice to Proceed and shall furnish sufficient forces, facilities and materials. work such hours, including extra shifts and overtime operations, so as to fully perform the Work in accordance with the following milestone:
 - a. Notice to Proceed: 30 days from the Notice of Award of Bid.

1.2 SCOPE OF SUPPLY AND SERVICES

CONSTRUCTION SPECIFICATIONS PREFABRICATED METAL STRUCTURE

The work performed under this contract consist of, but is not limited to furnishing all material, labor, tools, and expendable equipment for the construction of a metal parking structure, and delivery of said facility, required installation to MRCA Holiday Camp, located at 1670 Las Virgenes Canyon Road, Calabasas CA 91302. The awarded bidder shall coordinate location, pre-engineered design, prefabricated construction, delivery, concrete foundation layout for prefabrication structure, and be responsible for site installation. Prior to delivery, the metal structure shall include steel frame, steel components, metal roof and all accessories needed for the installation phase.

- A. General, Specifications and Clarification of the prefabricated metal parking Structure and Site Installation.
 - 1. This bid specification does not follow the CSI standard format as the prefabricated structure in this bid is an offsite constructed "product" and not "typical" general construction.
 - 2. The installation of the product on site is general construction, which must be coordinated between the general subcontractor and the design/build supplier. Specifications for the building foundation/pad shall be provided herein by the specified general subcontractor. Due to the responsibility of the specified design/build supplier, for the prefabricated architecture, and engineering, the site pad/foundation must meet the prefabricated metal parking structure design, so the foundation and metal parking structure can be considered from a single source for warranty purposes.
 - 3. The turnkey installation must assume the project is a prevailing wage job.
 - 4. The turnkey installation includes the construction and trim out of the complete supplied building kit per design build supplier's proposal and delivery of kit to said site location.

- 6. Design/build supplier shall indicate type of metal roofing and siding panel material used, including coverage width, thickness, texture, rib spacing and rib height.
- B. Architectural Design/Engineering and Insurance Responsibility
- 1. The building design/build supplier remains legally responsible for architecture, engineering, and all applicable building, safety, health, fire, and accessibility code compliance. Since they hold professional design responsibility to the owner, the building subcontractor must furnish certification that they provide product liability insurance in the amounts required by the general specifications to cover property damage and personal injury.
- C. Insurance for the Building offsite, while in transit, and on site until turn over and final owner acceptance.
- 1. The contractor may request invoicing for a percentage of building completion in-plant, monthly. This means that the contractor is turning over responsibility for the portion invoiced to the owner (MRCA), yet the building will not be on the owner's (MRCA) property and may not be covered by the owner's insurance. Therefore, the building subcontractor must provide a separate insurance policy insuring the owner and general contractor as additionally insured for liability, damage and/or vandalism to the structure while in the manufacturing facility, while in transit, and/or while in storage at a certified bonded storage facility or at the final project site for up to \$150,000.00 for the prefabricated metal covered parking structure, until the building is final and accepted by owner.
- D. General Contractor Coordination with Design/Build Supplier Subcontractor
- The specified prefabricated metal parking structure project requires coordination between the design build supplier of the prefabricated metal covered parking structure (who completes the architectural design, engineering, off-site, building construction, and delivery), and the general sub-contractor (who prepares the site pad and delivery access for the pre-engineered structure, and installation on site).
- E. Metal Structure, General Scope of Work
- 1. The prefabricated metal parking structure specialist will provide the MRCA "Final As-Built" drawings, in compliance with all local, state and federal codes. The design/build contractor will design the structure, components and transport it to the final required destination turnkey.
- F. Licensing

- 5. The metal parking structure design build supplier manufacturer must be licensed by the State of California, as a manufacturer for the last five years.
- 6. Submit a copy of the all the current licenses for verification with bid.
- 7. The selling dealer must be a California licensed dealer and present their license for verification with the bid.

G. Site Scope of Work by General Contractor

- 1. The design/build supplier for the prefabricated metal parking structure shall coordinate with the general subcontractor to provide full-site delivery access for a tractor-trailer and/or additional delivery equipment to the final building site.
- General subcontractor shall install the final metal structure equipment per the design build supplier's, prefabricated metal covered parking structure plans and specifications.

H. Shipping Protection

The prefabricated metal parking structure, while traveling over roads to the destination may encounter inclement weather or road grime that could require substantial cleaning when it arrives on site. The building shall be shrink-wrapped before transportation and sufficiently strong to arrive at the owner site intact for exterior finish protection. Materials removed on site shall be disposed of and recycled by installation staff.

I. Type of Contract

7. Project will be constructed under a "Purchase Order Agreement" and standard service Contract agreement.

J. No Permits Required

K. Warranties Required

1. The prefabricated construction and all its associated components shall be warranted against defects in materials and workmanship.

1.3 ACCESS TO SITE

A. Restrictions to Access

The following restrictions apply:

- 1. Load limits: Contractor shall check the load limits with the applicable jurisdictional authorities along haul routes and comply with all provisions of Haul Route and other Permits.
- 2. Parking: Contractor, Contractor's employees, subcontractors and suppliers must park within the Project site, within the limit of work as shown in the drawings.
- 3. Existing Trees: No parking or staging of materials is allowed within the dripline of existing trees.

B. Acceptance of Site

1. Contractor shall accept the site and the character of the work as they exist on the first day of work under this Contract.

C. Survey of Site

- Contractor shall verify all the dimensions on the drawings and shall report to MRCA or its representative any discrepancy before proceeding with related work.
- 2. Contractor shall protect and maintain all existing trees and plantings from the first day of work under this Contract to acceptance.

D. Limits of Work

1. Limits of work shall be the legal property boundaries unless modified by Contract limit lines indicated on the Plans or as noted otherwise.

E. Cleanup of Site

Contractor shall keep the project site and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by Contractor. At the conclusion of each work day, Contractor shall leave the project site in a clean and safe condition, with materials, tools and equipment secured and all rubbish removed or contained in appropriate receptacle. All excess dirt, waste material, rubbish, tools, equipment, machinery and surplus materials shall be removed by Contractor from the project site at the completion of Work.

1.4 WORK RESTRICTIONS

A. Work Restrictions, General

Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours

Limit work to normal business working hours of 7:00 AM. to 4:00 PM Monday through Friday. No construction shall be permitted on Sundays or federal holidays. Construction using any equipment that makes loud noises that would disturb persons in nearby residences (including the operation, repair, or servicing of construction equipment and the jobsite delivering of construction materials) shall be limited to the hours of 8:00 AM to 4:00 PM, Monday through Friday, and from 9:00 AM to 3:00 PM on Saturday.

C. Site Restrictions

The following are prohibited on Project site at all times:

- 1. Smoking. Contractor shall designate one (1) contained area for smoking and provide fire extinguisher and fireproof ash/butt receptacle. Such an area may not be located on the perimeter of the site where wildfire is likely.
- Fires
- 3. Use of alcohol and controlled substances
- 4. Possession of firearms or dangerous weapons

1.5 PROJECT OPERATION CONDITIONS AND MITIGATION MEASURES

A. Safety/Security Considerations

- 1. In the event of an emergency, dial 911. To contact the supervising ranger, dial 310-456-7049 and provide your name, your return phone number, nature of the problem and when it occurred.
- 2. Project site and surrounding area is unimproved native habitat. Hazards commonly found in such areas in southern California include but are not limited to: Rattlesnakes, and scorpions. Contractor shall be responsible for informing all workers, suppliers and subcontractors of these and all other

potential hazards, precautionary measures, and appropriate responses if encountered.

B. Construction Staging

Deliveries: Contractor shall notify MRCA forty-eight (48) hours in advance of delivery of materials, for site access and coordination. Contractor shall coordinate with MRCA to avoid impact to the project site and park operations during delivery phase. All costs related to delivery, shall be included in Contractor's base bid. MRCA staff will not assist with unloading materials or equipment, nor shall MRCA's equipment be used for unloading.

C. Constraints on Means and Methods None.



MOUNTAINS RECREATION & CONSERVATION AUTHORITY

Los Angeles River Center and Gardens 570 West Avenue Twenty-six, Suite 100 Los Angeles, California 90065 Phone (323) 221-9944 Fax (323) 221-9934

01 00 01 NOTICE INVITING BIDS

Project Name: 1670 Las Virgenes Canyon Road Calabasas CA 91302

Prefabricated Metal Parking Structure Design, Construct, Delivery and Installation.

Type of Work: The Mountains Recreation and Conservation Authority (MRCA), is seeking Bids from qualified design build suppliers, to design, construct and deliver, and install a prefabricated metal covered parking structure, specifically designed to protect Fire engine apparatus from weather. The metal covered structure must accommodate up to (8) eight Wildland Type 3 Fire Truck apparatus, for MRCA Holiday Camp, Fire Division Head Quarters, located in the City of Calabasas. The proposed metal structure is to be delivered to 1670 Las Virgenes Canyon Road, CA 91302, placed in its final location, and receive turnkey installation by contractor. Particular attention will be paid to contractors that provide bids for a rapidly constructed, cost-effective structure.

The Mountains Recreation and Conservation Authority, a local public agency exercising joint powers of Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District pursuant to Section 6500, *et seq.* of the Government Code. Requests bids for the above referenced project, must be complete and in place at 1670 Las Virgenes Canyon Road, CA 91302. At the time of bid submission, and at all times during the term of the contract, the Contractor shall be registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

Schedule:

<u>Sealed bids will be accepted until 02:00 p.m. on April 22nd, 2024</u>, at The Mountains Recreation and Conservation Authority, in the captain's office of Holiday Camp—,1670 Las Virgenes Canyon Road, CA 91302, and will be opened and publicly read at that time.

All Requests for Interpretation and questions should be submitted to Leigh Croley at leigh.croley@mrca.ca.gov by 02:00 p.m. on April 12th, 2024. All clarifications to questions submitted, will be posted to https://mrca.ca.gov/about/bid-on-a-project/. by 02:00 pm April 15th, ²⁰²⁴.

Additional Requirements:

For all contracts exceeding \$25,000, the successful bidder will be required to furnish a performance bond that covers the construction portion of the job only. The bond must be issued by a California admitted surety insurer. The substitution of securities for withheld contract funds is permitted to the extent provided by California and federal law, if applicable.

The provisions of the California Labor Code will be incorporated in and govern this contract. The successful bidder will be required to pay not less than the general prevailing rate of per diem wages as determined by the Department of Industrial Relations, copies of which are on file with the Mountains Recreation and Conservation Authority and will be made available upon request. This project is a public works project, as defined in Labor Code Section 1720, and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Tile 8 CCR sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. MRCA has adopted a Labor Compliance Program, which states that construction contracts under \$25,000 and maintenance contracts under \$15,000 will be subject to prevailing wages.

The MRCA reserves the right to reject any and all bids and to waive any informality or irregularity in any bid received.

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01 00 02 - INSTRUCTIONS TO BIDDERS

A. RECEIPT AND OPENING BIDS

1. The Mountains Recreation and Conservation Authority (herein called MRCA) invites written bids for 1670 Las Virgenes Canyon Road, Calabasas CA 91302 for the Prefabricated Metal Parking Structure, Design, Construct, Delivery and Installation, hereinafter referred to as (Prefabricated Metal Parking Structure). All bids must be submitted in sealed envelope addressed to:

Mountains Recreation and Conservation Authority 1670 Las Virgenes Canyon Road, CA 91302 Attention: Chief Ken Nelson

Bearing on the outside the name of the bidder, address and marked "Bid for 1670 Las Virgenes Canyon Road Calabasas CA 91302 / Prefabricated Metal Parking Structure"

- 2. Bids are due in the MRCA's office at the time and date set in the Notice Inviting Bids. Bids will be opened publicly at that time. Late bids will not be accepted.
- 3. The bids will be reviewed by the MRCA and action taken within thirty (30) days of receipt of bids. A Notice of Intent to Award Bid will be distributed to bidders within that time. Bid will be awarded to the lowest responsive and responsible bidder as determined by MRCA, for the base bid.

B. QUALIFICATIONS

 At the time of bid submission, and at all times during the term of the contract, the Contractor shall hold a Civil Engineering license and stamp, and a C/61 / D24 Contractors license issued by the State of California

C. PREPARATION OF BID

- 1. Bids must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in blue or black ink, in both figures and words where indicated.
 - i. In case of discrepancy, the amount written in words shall govern.
 - ii. Interlineations, alterations and erasures must be initialed by the signer of the bid on all pages submitted.
 - iii. If there is no bid item on the form for a particular item of work, full compensation for such work shall be considered as included in the prices bid for other items of work.

- iv. In case of unintelligible figures, ambiguities or discrepancies between unit costs, item subtotals, and/or total amount bid, and the value of items therefore cannot be calculated, the bid shall be found to be irregular and rejected as non-responsive.
- v. In case of discrepancy between total cost of items listed and the total base bid amount, the amount listed as total base bid amount on page 1 of the Bid Submission Form shall govern.
- 2. Conditional bids will not be accepted except for specific requested alternates.
- 3. The MRCA reserves the right to reject any bid improperly prepared or which does not contain all information required as indicated.

D. BID ALTERNATES

1. If the Owner has included additive/deductive alternates which require all bidders to price as part of their bid, the following method will be used to determine the lowest bidder in accordance with Public Contract Code Section 20103.8:

The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

Pursuant to Public Contract Code Section 20103.8, the selection process selected does not preclude Owner from using any of the additive or deductive alternates from the Contract after the lowest responsible responsive bidder has been determined.

E. BIDDER'S CHECK OR BOND

- 1. Each proposal must be accompanied by a deposit equal to ten (10) percent or more of the amount of the Base Bid, either by certified or cashier's check or by bid bond drawn in favor of Mountains Recreation and Conservation Authority. The successful bidder will enter into an agreement with MRCA and shall furnish all bonds specified in the agreement. If the successful bidder fails to enter into the contract awarded or fails to supply bonds and certificates of insurance as specified in Standard Agreement within ten (10) days of award, then the deposit shall be forfeited to the MRCA.
- 2. If the successful bidder executes the contract and supplies the specified payment and performance bonds and insurance certificates within ten (10) days of award, the check or bond accompanying the successful bid will be returned to the bidder. All checks and bonds accompanying rejected bids will be returned to the respective bidders upon rejection.

F. LIST OF SUBCONTRACTORS AND SUPPLIERS

1. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et seq.,) and any amendments thereof, each Bidder shall set forth: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Trade Contractor, who will perform work or labor or work or improvement to be performed under this Trade Contract, or a subcontractor licensed by the State of California who, under subcontract to the Trade Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Trade Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Trade Contractor shall list only one subcontractor for each such portion as is defined by the Trade Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Trade Contractor fails to specify a subcontractor, or if a Trade Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Trade Contractor's total bid, the Trade Contractor shall be deemed to have agreed that the Trade Contractor is fully qualified to perform that portion, and that the Trade Contractor alone shall perform that portion of the Work.

No Trade Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Trade Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

- 2. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Trade Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.
- 3. Additionally, the bidder shall identify the dollar value of each subcontract and upon execution of a contract with MRCA, the successful bidder shall submit copies of all agreements with subcontractors and suppliers to MRCA. Bidders shall have twenty-four (24) hours after the bid opening to submit dollar value amounts. No changes to the Base Bid will be allowed, nor any substitutions of subcontractors, except as otherwise allowed.
- 4. MRCA reserves the right to disapprove the use of any such proposed subcontractor or supplier and in such an event, the bidder shall submit another subcontractor or supplier in like manner within the time specified by the MRCA.

These submittals and approvals shall be repeated if any changes are made during the course of construction.

G. ADDENDA AND INTERPRETATIONS

- 1. All requests for interpretation and questions must be submitted to MRCA in the manner and by the date and time stated in the Notice Inviting Bids.
- 2. All such interpretations and any supplemental instruction will be in the form of written addenda.
- 3. These addenda will be distributed to MRCA's contracting opportunities page. All addenda so issued shall become part of the Contract Documents. When possible, addenda will be e-mailed to bidders with return receipt.
- 4. Bidder shall ascertain prior to submitting a bid that the bidder has received all Addenda issued, and Bidder shall acknowledge their receipt in the bid.
- 5. No substitutions will be considered prior to award of Contract.

H. OBLIGATION OF BIDDER

- 1. Each bidder must inform themselves fully of the conditions relating to the construction and labor under which the work will be performed. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions set forth in the bid. Each bidder will be presumed to have inspected the site, and to have read and to be thoroughly familiar with the plans, specifications, and other contract documents, including all addenda.
- 2. The failure and omission of any bidder to receive any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to this bid.
- 3. Insofar as possible, the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption or interference with the work of any other Contractor.
- 4. The MRCA will require that the successful bidder submit a complete breakdown of their bid within the time specified by MRCA.

I. RULES AND LAWS IN EFFECT

1. Bidder's attention is directed to the following factors in this project:

INSTRUCTION TO BIDDERS – Metal Parking Structure, Prefabricated Design, Delivery, and Installation. 010002-4

- a. Competitive bidding is required.
- b. Change orders must be approved.
- c. All Federal, State or other laws, orders, rules and regulations of all authorities having jurisdiction over construction work in the locality of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full, including compliance with the Civil Rights Acts of 1964 and Executive Order no. 11246.
- d. The bidder represents and warrants that they, he, she, or the officers, directors, and/or employees of bidder are not related by blood or marriage to any member of the governing boards of the Santa Monica Mountains Conservancy, the Santa Monica Mountains Conservancy Advisory Committee, the Mountains Recreation and Conservation Authority, or any other joint powers authority for which the Santa Monica Mountains Conservancy is a constituent member, or to any officer, director or staff member that has discretion over the contract of any of the aforesaid public agencies. "Related by blood or marriage" is defined as being a parent, child (including step children), sibling, grandparent, grandchild, aunt, uncle, niece, nephew, spouse, domestic partner, father-in-law, mother-in-law, sister-in-law or brother-in-law. The MRCA reserves the right to immediately cancel any contract entered into if it discovers a breach of this warranty and representation. Bidder shall be liable for all damages sustained by the MRCA as a result of the breach.

J. BID PROTEST

- Non-responsive bidders are not entitled to refute the decision of the MRCA. A non-responsible bidder will be given the opportunity to provide written evidence and argument to refute the MRCA's decision.
 - a. The bid protestor must submit a bid protest accompanied with written evidence and argument refuting the MRCA's decision by 4:00 p.m. on the fifth calendar day from the date of the Notice of Intent to Award Bid, to the address for bid submittals specified in the Notice Inviting Bids. If the bid protestor does not meet this deadline by timely submitting written evidence and argument with the bid protest, the party initially designated to receive the award will be declared as the lowest responsive and responsible bidder and MRCA will immediately award the contract to that party.
 - b. In the event of receipt of a timely bid protest accompanied with written evidence and argument, the MRCA Project Manager and a committee appointed by the MRCA will consider the written evidence and argument to determine the merits of the protest and determine which party will be declared the lowest responsive and responsible bidder. The MRCA Project Manager and committee will make such determination within a reasonable time but with not more than seven (7) calendar days from the date MRCA received such evidence and argument.

Thereafter, MRCA will send its Notice of Decision to the bid protester and award the contract to the lowest responsive and responsible bidder. The right to extend any deadline as set forth in this section is within the sole discretion of the MRCA.

K. VALUE ENGINEERING

- 1. Notwithstanding any other provision of law, the MRCA may use a negotiation process if it finds that one or more of the following conditions exist:
 - a. The business need, purpose or project related to a bid or contract can be further defined as a result of a negotiation process.
 - b. The business need, purpose or project related to a bid or contract is known by the MRCA, but a negotiation process may identify different types of solutions to fulfill this need.
 - c. The complexity of the need suggests a bidder's costs to prepare and develop a solicitation are extremely high.
 - d. The business need, purpose or project related to procurement is known by the MRCA but negotiation is necessary to ensure that the MRCA is receiving the best value or the most cost-efficient goods and services.
 - e. When it is in the best interests of the MRCA, the MRCA may negotiate amendments to the terms and conditions, including scope of work, of existing contracts for goods and services.
 - f. If the MRCA determines that such action is necessary, the MRCA will notify the low bidder of its intention to negotiate the contract after award of bid. Award of bid shall be made according to standard MRCA standards and practices.

L. INSURANCE

- 1. The successful bidder must provide proof of all required insurance.
- 2. General Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate.
- 3. Automobile: \$1,000,000 per occurrence of bodily injury or property damage.
- 4. Workers Compensation: As required by California law.
- Builder's Risk Insurance: In addition to the insurance specified in the Agreement, the Contractor will be required to carry a Builder's Risk policy. Such policy shall cover all risks of direct physical loss, damage or destruction to the work equal to the Contract Amount.
- 6. The Contractor will be responsible for the deductible and documentation for any and all claims made on all policies.
- 7. The following entities shall each be named as Additional Insured:
 - i. Mountains Recreation and Conservation Authority
 - ii. Conejo Recreation and Park District
 - iii. Rancho Simi Recreation and Park District
 - iv. Santa Monica Mountains Conservancy

٧.	State of California	

01 00 03 - BID SUBMITTAL CHECKLIST

The following documents must be submitted within the bid package, completed in full and signed as required:

- **q** Bid Submission Form and Schedule of Bid Items (See 01 00 04)
- **q** Designation of Subcontractors/Suppliers and Bid Value on the Bid Submission Form Provided to include name, license number, address, description of work or supplies to be provided, and dollar value of each subcontract. (See Instructions to Bidders 01 00 02). The Form shall be signed by a representative of the bidder.
- Addenda Receipt on Contractor's letterhead (See Instructions to Bidders)
- **q** Bid Bond (See Instructions to Bidders). Bidders may use surety's bond form.
- **q** Certificates of Insurance for all required policies.
- Contractor Questionnaire
- **q** List and reference information for recent construction projects completed.

01 00 04 - BID SUBMISSION FORM AND SCHEDULE OF BID ITEMS

BID FORM FOR:	1670 Las Virgenes Cyn Roa	rgenes Cyn Road, Calabasas CA 91302		
	Project Name: Prefabricate	ed Metal Parking Structure Design,		
	Construct, Delivery, and In:	stallation.		
A PROJECT OF:	MOUNTAINS RECREATION	AND CONSERVATION AUTHORITY		
BID FROM:				
	(Nan	ne of Bidder)		
	(,	Address)		
	(To	elephone)		
DATE SUBMITTED):			
A. Base Bid:		\$		
	(words)	(figures)		
Length of Work:	from Notice to Procee	d.		
(0	days)			

The Bidders Schedule of Bid Items bid breakdown must be included. In order for a bid to be responsive, all listed alternates, unit prices, and daily rate figures must be quoted and correspond to bid amount.

Pursuant to, and in compliance with, the plans and/or specifications relating hereto, the undersigned contractor hereby proposes and agrees to perform, within the Contract Time stipulated, the Work, including all of its component parts; and to provide and furnish any and all labor, materials, tools, apparatus, facilities, expendable equipment and all utility and transportation services necessary or proper for, or incidental to, the complete construction, including all trades as required by, and in strict accordance with, the applicable provisions of plans and specifications in a workmanlike manner for the project located at 1670 Las Virgenes Canyon Road, Calabasas, CA 91302, and acknowledges receipt of all addenda issued by the Mountains Recreation and Conservation Authority distributed prior to the date the bids were due, whether received by the undersigned.

The undersigned contractor recognizes the relations of trust and confidence that will be established between himself and the MRCA by a contract; if awarded to him, and agrees in such an event that the Drawings and other Contract Documents shall be deemed to be

the "instruments of service" and that he will use the documents for the sole purpose of completion of the contract in the best and soundest manner and in the most expeditious and economical way consistent with the best interest of the MRCA.

The MRCA reserves the right to reject any and all bids, to accept other than the lowest bid, and to waive any informality in the bids.

The undersigned as bidder declares that he/she has carefully examined the location of the proposed work, that he/she has read the accompanying Instructions to Bidders, and hereby proposed and agrees, if the bid is accepted, to furnish all materials and do all work required to complete the said work in accordance with the said "General specifications and Clarifications of a Prefabricated Metal Structure and Site Installation "instructions, in the time and manner therein prescribed for the price set forth in the following schedule. The bidder is responsible for all quantity take offs and accuracy of those calculations. The undersigned has checked all words and figures inserted in the bid submittal and understands that the MRCA will make no allowance for any error or omission on the part of the undersigned.

The bidder represents and warrants that they, he, she, or the officers, directors, and/or employees of bidder are not related by blood or marriage to any member of the governing boards of the Santa Monica Mountains Conservancy, the Santa Monica Mountains Conservancy Advisory Committee, the Mountains Recreation and Conservation Authority, or any other joint powers authority for which the Santa Monica Mountains Conservancy is a constituent member, or to any officer, director or staff member with discretion over the contract of any of the aforesaid public agencies. "Related by blood or marriage" is defined as being a parent, child (including stepchildren), sibling, grandparent, grandchild, aunt, uncle, niece, nephew, spouse, domestic partner, father-in-law, mother-in-law, sister-in-law or brother-in-law. The MRCA reserves the right to immediately cancel any contract entered into if it discovers a breach of this warranty and representation. Bidder shall be liable for all damages sustained by the MRCA as a result of the breach.

I declare under the penalty of perjury under the laws of the State of California that the foregoing in true and correct.

Authorized Signat	ure		
Name:			
Title:			
State Contractor's	License Numbe	r and Classification Designation_	
Executed this	day of	, 2024 at	, California

LUMP SUM BASE BID: TO INCLUDE BUILDING FABRICATION, CONTRACTOR INSTALLATION, CONCRETE FOUNDATION AND TAXES MUST BE INCLUDED.
\$
(Place figures in appropriate boxes) BREAKDOWN
Building Fabrication price
\$
(Place figures in appropriate boxes) Minimum deposit to begin building price.
\$
(Place figures in appropriate boxes)
Due on release of fabrication price
\$, ,
(Place figures in appropriate boxes)
Contractors Installation price
\$
(Place unit figures in appropriate boxes)
Concrete Foundation price
\$
Sales Tax %
Tax dollar \$ amount ,

LIST OF SUBCONTRACTORS AND SCHEDULE OF BID VALUES:

Bidders shall complete and submit a Designation of Subcontractors and Bid Value Form listing the description of work, name, location of place of business, license type and bid value for each subcontractor equivalent to the awarded subcontractor amount similar to the form below. Additionally, for all self-performed work over 5% of the contract value, the Bidder shall list the portion of work and the equivalent value. It is not acceptable to list "Self Performed" work as a single line item. Each definable feature of work that is being self-performed must be listed separately. An electronic version will be provided to all registered bidders.

DESIGNATION OF SUBCONTRACTORS AND BID VALUE FORM

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number)	Contract Value

Proper Name of Bidder:	
Date:	
Name:	
Signature of Bidder Representative:	
Address:	
Phone:	

BIDDER NAME:

Authorized Signature:			
Printed Name:			
Date:			
NONCOLLUSION AND SUBMITTED		O BE EXECUTED BY BIDDER	
The undersigned d	eclares:		
I am the	of	, the party making the foregoing bid.	
company, association sham. The bidded put in a false or sham connived, or agreed bidding. The bidded communication, or bidder, or to fix an other bidder. All staindirectly, submitted or divulged informat association, organization.	ion, organization, or er has not directly or am bid. The bidder d with any bidder or r has not in any ma conference with any y overhead, profit, of atements contained d his or her bid price tion or data relative zation, bid depositor	r on behalf of, any undisclosed person, partnership, r corporation. The bid is genuine and not collusive or indirectly induced or solicited any other bidder to r has not directly or indirectly colluded, conspired, anyone else to put in a sham bid, or to refrain from anner, directly or indirectly, sought by agreement, ayone to fix the bid price of the bidder or any other or cost element of the bid price, or of that of any in the bid are true. The bidder has not, directly or e or any breakdown thereof, or the contents thereof, thereto, to any corporation, partnership, company, ry, or to any member or agent thereof, to effectuate raid, and will not pay, any person or entity for such	
partnership, joint vother entity, hereby	enture, limited liabi	on on behalf of a bidder that is a corporation, illity company, limited liability partnership, or any or she has full power to execute, and does execute, .	
foregoing is true ar	nd correct and that	nder the laws of the State of California that the this declaration is executed on [state].	
Signature			

OBLIGATION TO SECURE WORKERS' COMPENSATION

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.

Signature			
0			





MOUNTAINS RECREATION & CONSERVATION AUTHORITY

Los Angeles River Center and Gardens 570 West Avenue Twenty-six, Suite 100 Los Angeles, California 90065 Phone (323) 221-9944 Fax (323) 221-9934

CONTRACTOR QUESTIONNAIRE

PROJECT: 1670 Las Virgenes Canyon Road, Calabasas CA 91302

Prefabricated Metal Parking Structure Design, Construct, Delivery and

Installation.

BIDDER INFORMATION	
Firm Name:	Check One: Corporation
(as it appears on license)	☐ Partnership☐ Sole Proprietor
Contact Person:	
Address:	
Phone:	Fax:
Tax ID:	Email:
Contractor's License(s) Information: Name of license holder:	
License Classification and Code:	
License Number:	
Date Issued:	
Expiration Date:	
If firm is a sole proprietor or partnershi Owner(s) of Company	
	* * * * *
this qualification questionnaire and known questionnaire answers are true of my own stated on information and belief, and as to	clare that I have read all the following answers to ow their contents. The matters stated in the knowledge and belief, except as to those matters those matters I believe them to be true. I declare the State of California, that the foregoing is correct.
Dated:	(Name)
	(INAIIIE)

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is "no."

Contractor will be immediately disqualified if the answer to any of questions 6, 7, 8 or 9 is "yes." If the answer to question 8 is "yes," and if debarment would be the sole reason for denial of qualification, any qualification issued will exclude the debarment period.

1.	Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Yes No
3.	Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code § 3700 <i>et. seq.</i> Yes No Contractor is exempt from this requirement, because it has no employees
4.	Have you attached your latest copy of a <u>reviewed</u> or <u>audited</u> financial statement with accompanying notes and supplemental information. ☐ Yes ☐ No
	NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.
5.	Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states that your current bonding capacity is sufficient for the project for which you seek qualification? Yes No
	NOTE: Notarized statement must be from the surety company, not an agent or broker. Yes No
8.	At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code §1777.1 or Labor Code §1777.7? Yes No
	If the answer is "Yes," state the beginning and ending dates of the period of debarment:
9.	At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

¹ A "no" answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 3.

² A contractor disqualified solely because of a "Yes" answer given to question 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

	☐ Yes ☐ No
Fo	or Organizations That Intend to Make a Bid as Part of a Joint Venture:
	. Date of commencement of joint venture Provide all of the following information for each firm that is a member of the joint venture that expects to bid on the project:
	Name of firm % Ownership of Joint Venture
4.	Are any corporate officers, partners or owners connected to any other construction firms? NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm. Yes (explain on a separate signed page) No
5.	State your firm's gross revenues for each of the last three years:
6.	How many years has your organization been in business in California as a contractor under your present business name and license number? years
7.	Is your firm currently the debtor in a bankruptcy case? Yes No
	If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.
8.	Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above) Yes No
	If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

9.	List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:	
10.	If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.	
11.	Has your firm changed names or license number in the past five years? Yes (explain on a separate signed page, including reason for the change) No	
12.	Has any owner, partner or (for corporations:) officer of your firm operated a construction firm under any other name in the last five years? Yes (explain on a separate signed page, including reason for the change) No	
13.	Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years? Yes (explain on a separate signed page) No	
14.	Has there been a complaint filed with the CSLB against your company that required a formal hearing or inquiry within the last five years? Yes (explain on a separate signed page) No	
Disputes		
15.	At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner? Yes No	
	If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.	
16.	In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason? NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form. Yes No	

the basis for the action. 17. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder? Yes If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency. 18. Has yourcompany been terminated for cause on any public works project within the last five years? Yes (explain on a separate signed page) No NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50.000. 19. In the past five years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration? Yes If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). 20. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration? | Yes If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution). 21. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private? ☐ Yes ☐ No If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the

nature of the resolution and the amount, if any, at which the claim was resolved.

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and

22. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?YesNo		
If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.		
Criminal Matters and Related Civil Suits		
23. Has your organization or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity? Yes No		
If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.		
24. Has your organization or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction? Yes No		
If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.		
25. Has your organization or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty? Yes No		
If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.		
26. Has your organization been found in a final decision of a court to have submitted a false claim to a public agency within the last five years? Yes No		
If "yes," identify on a separate signed page the circumstances surrounding each such claim. Include any decisions/findings/determinations that have been rescinded, settled or are on appeal.		
27. Has your organization in the past five years ever failed to honor a claim by a public entity to remedy an alleged warranty item or an alleged defective workmanship item during the contract warranty period? Yes No		
If "yes," identify on a separate signed page the circumstances surrounding each such claim and the resolution or lack thereof.		
Bonding		
28. Bonding capacity: Provide documentation from your surety identifying the following: Name of bonding company/surety: Name of surety agent, address and telephone number:		

	List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:	
30.	During the last five years, has your organization ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required? Yes No	
	If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.	
Prevailing Wage and Apprenticeship Compliance Record		
	Has there been more than one occasion during the last five years in which your organization was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws? NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.	
	☐ Yes ☐ No	
	If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.	
	During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements? Yes No	
	If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.	

01 00 06 - Project Bid Dates

- q <u>04-05-2024</u> Project Advertisement was published in the Los Angeles Daily News
- Q 04-12-2024 Deadline for all requests for interpretation and questions emailed by 2:00 PM to Leigh.croley@mrca.ca.gov
- q 04-15-2024 Deadline for all clarifications to questions and posted to MRCA's contracting opportunities page at https://mrca.ca.gov/about/bid-on-a-project/.
- **q** <u>04-22-2024</u> Deadline for all sealed bids accepted until 2:00 PM at <u>Holiday Camp Fire Division Head Quarters</u>. Please see "notice of inviting bids".
- **q** <u>04-25-2024</u> "Notice of Intent to award" sent out to lowest competitive bidder.
- **q** <u>06-06-2024</u> Anticipated "Notice to proceed" Begin project work.