

REQUEST FOR PROPOSAL

TOWN OF MORAGA ON-CALL CONCRETE SERVICES

The Town of Moraga is seeking proposals for Concrete Services on an annual and as needed basis or an emergency “on-call basis”. This is a three year contact with a two year extension option, at the Town’s discretion.

All bid proposals must be hand delivered to the Public Works/Engineering Office at 329 Rheem Boulevard, 2ND Floor, and Moraga, CA 94556 no later than 2:00 PM, Wednesday March 22, 2017. **Late submittals will not be accepted.**

1) INTRODUCTIONS

1.1) Proposed Solicitation

The Town of Moraga, hereinafter referred to as the “Town,” is soliciting proposals for Concrete Services within the Town of Moraga from qualified firms, hereinafter referred to as “Vendors.” Vendors meeting the requirements set forth in this Request for Proposal are encouraged to participate.

The scope of services required to assist the Town include, but are not limited to; demolition, sawcutting & removal of existing concrete, site preparation, compaction, forming, placing and finishing concrete. The scope of work will also include installation of concrete sidewalks, concrete slabs, driveways, curbs, curb ramps, aprons, drainage inlets, and other formed concrete work. Some ancillary work may be required such as handrails, treads, and ADA warning strips installation. All work shall be done in accordance with ADA standards (Americans with Disability Act). Successful Vendors also may be asked to respond to the Town’s emergency needs by providing hauling services.

1) INSTRUCTIONS

2.1) Purpose

The purpose of this Request for Proposal (RFP) is to provide interested Vendors the necessary information for preparing proposals for concrete services that will meet the Town’s specific needs. The purpose of the RFP is to award a contract that will guarantee response time and rates for the Town. The contract will not guarantee a certain amount of hours or annual sum paid. It is the intent of the Town to establish a three year contract with a two year extension option at the Town’s discretion. Either party can cancel the contract within 30 days of written notice, in accordance with the Town’s on-call contract provisions. (See Attached Sample contract).

2.2) Proposed Submission

All proposals shall be delivered, sealed, via US Mail, in person, or express courier to the attention of Kyle Salvin Public Works/Parks Maintenance Manager, at the Public Works/Engineering Office at 329 Rheem Boulevard, 2ND Floor, and Moraga, CA 94556. The Town shall receive proposals no later than 2:00pm Wednesday, March 22, 2017. Submissions after this deadline will not be accepted. **PROPOSALS WILL**

NOT BE ACCEPTED BY FACSIMILE OR ELECTRONIC MAIL. Vendors must submit Intent to Submit a Proposal in order to view questions and answers.

2.3) Intent to Submit Proposal and Questions Related to RFP

In order to avoid any potential confusion, and to minimize the burden on Town staff, the Town requires that all procedural questions relating to this RFP be directed to Kyle Salvin via email at Publicservices@moraga.ca.us

All Vendors must submit an Intent To Submit Proposal by Friday, February 17, 2017, by 2:00 PM in order to bid on the project and to view questions and answers . See Appendix "E".

All questions must be submitted in writing by Friday, February 17, 2017, by 2:00pm along with the Intent to Submit Proposal.

Any vendors found to be soliciting other members of the Town staff or officials during this RFP process may be disqualified from any further consideration.

3.0) Conditions & Requirements

3.1) Rates

Quotes from Vendor will be firm prices not subject to increase during the term of the contractual agreement with the Town. Vendor's quotes shall include any state and federal tax and employees salaries, benefits, and overhead.

3.2) Evaluation Criteria

The various significant factors that will be considered in the evaluation of Proposals are summarized below. The Town final selection will not be dictated by any single factor, including price. The relative importance of these factors involves judgment on the part of the Town's RFP evaluation committee and will include both objective and subjective analysis. A Vendor may be eliminated from the consideration for the failure to comply with any of the requirements depending upon the critical nature of such requirements.

3.2.1) Proper submission and completeness of RFP : (10%)

3.2.2) Ability to provide services: (30%) Appendix A, C, and D

3.2.3) Charges/Rates for Services: (30%) Appendix B

3.2.4) References: (20%) Appendix C

3.2.5) Years of experience (10%) Appendix C

3.3) Right to Request Additional Information

During the evaluation process, the RFP evaluation committee and the Town reserve the right, where it may serve the best interest of the Town, to request additional information and clarification from the Vendors.

3.4) Right to Reject Any or All Proposals

The Town reserves the right to reject any or all proposals, to waive technicalities, or formalities, and to accept any quote deemed in the best interest of the Town. When two or more Vendors are deemed equal, the Town reserves the right to make the award to one of the two Vendors.

3.5) Contracts

It is recognized that the formal basis of any agreement between the Town and the Vendor is a contract rather than a proposal. In submitting proposals, Vendors must indicate that they are prepared to enter into a contract containing all the information submitted in their proposals. The proposal will become part of the contract between the Town and the successful vendor.

3.6) Rights to Submitted Material

All proposals, inquiries, responses, or correspondence related to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the Vendor will become the property of the Town and a matter of public record.

3.7) Additional Services

The general service requirements described the minimum work to be accomplished. Upon final selection of the Vendor, the scope of service may be modified and refined during negotiations with the Town.

3.8) Litigation

Please describe any pending litigation your company is currently involved in, if any. Also describe any litigation your company may be involved in during the previous three years.(See Appendix C) Failure to answer truthfully may result in disqualification of your proposal and will be considered a breach of contract after execution of contract if awarded.

3.9) Department of Industrial Relations Requirements

- Vendor shall be registered with the Department of Industrial Relations (DIR) before bidding on Public Works projects.
- Vendor shall have worker's compensation coverage for any employees and only use subcontractors who are registered Public Works contractors.
- Vendor shall have State License Board license.
- Vendor shall not have delinquent unpaid wage or penalty assessments owned to any employee or enforcement agency.
- Vendor shall not be under state or federal department.
- Vendor and Vendor's subcontractor are required to submit certified payroll records (CPR's) to labor commissioner using DIR's electronic certified payroll reporting system.
- All workers employed on Public Works projects must be paid the prevailing wage determined by the Director of Industrial Relations.

3.10) Registration Requirements and Compliance Monitoring.

A contractor or subcontractor shall not be qualified to submit a proposal, unless currently registered and qualified to perform public works pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public works pursuant to Section 1725.5 at the time the contract is awarded. Any proposal submitted without proof that the proposer and any listed subcontractor(s) are currently registered and qualified to perform public works pursuant to Labor Code Section 1725.5, shall not be accepted by the Town. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

Insurance Requirements

Type of Coverage	Minimum Liability Limits
General Liability Including: Comprehensive Form	Personal Injury \$2,000,000
	Bodily Injury \$2,000,000
	Property Damage or Combined Single Unit (CSL) \$2,000,000
Automobile Liability Including: All Owned Vehicles (Private Passenger/Commercial); Hired/Leased Vehicles; Non-Owned or Borrowed Vehicles	Property Damage or Combined Single Unit (CSL) \$2,000,000
	Bodily Injury \$2,000,000
Workers' Compensation Including: U.S.L.&H., where applicable and Employer's Liability	Written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant.

The Contractor shall, before commencing work under this contract, arrange for the delivery for a certificate of insurance completed by its insurance carrier, agent or broker certifying that at least the minimum insurance coverages as required above are in effect and specifying whether the liability coverages are written on an occurrences form or claims-made form, that the coverages will not be canceled or changed without thirty (30) days advance written notice to:

Kyle M. Salvin
 Public Works/Parks Maintenance Manager
 Town of Moraga
 335 Rheem Blvd.
 Moraga, CA 94556

RFP SCHEDULE

Distribution of RFP:

-Friday, February 3, 2017

Intent to Submit Proposal and Questions & Answers submitted

(Vendor must submit intent to view Q&A)

-Friday, February 17, 2017

Questions & Answer responses posted

(Question related to RFP, Contract, and Insurance/Bond)

-Thursday, February 23, 2017

Final Date for Receipt of Proposal

-Wednesday, March 22, 2017 by 2:00 PM

Vendor notification of intent to award

-Monday, March 27, 2017

Town Council Approval

-Wednesday, April 12, 2017

Contract Execution

- Wednesday, April 12, 2017

Work Authorization/Notice to Proceed

-Friday, April 14, 2017

7.0) Specifications

Concrete Services

1. The successful proposal will, at a minimum, provide the following, to meet the specific needs of The Town of Moraga. Contractor shall provide services for, demolition, removal of existing concrete, site preparation, compaction, forming and finishing concrete, installation of concrete sidewalks, concrete slabs, driveways, curbs, aprons, handrails, treads, ADA warning strips, and other formed concrete work.
2. Provide trouble shooting, repair, installation and maintenance within the Town of Moraga
3. Contractor shall provide the necessary work force and materials to complete tasks.
4. Contractor shall have access to their own tools and equipment.
5. Contractor shall provide the current price for disposal cost per ton and dump fees.
6. Contractor shall provide labor costs and equipment costs
7. Contractor shall provide square foot cost for slab concrete
8. Contractor shall provide linear footage costs for curb and gutter
9. Contractor shall have access to traffic controls and lay out of traffic controls in compliance with the most recent adopted California Manual on Uniform Traffic Control Devices (CA MUTCD)
10. All debris must be removed upon completion of project, unless prior authorization is granted by Town staff.
11. No work shall commence under this contract without Town approved Work Authorization.
12. Work on private property will not be accepted without prior approval from Town staff.
13. **Emergency response time.** Mobilization within a 4 hour period, providing the necessary workforce and equipment that is required. *Emergency on-call for after hours and weekends shall be a priority when evaluating proposals for these services*

7.1) Special Provisions

PORTLAND CEMENT CONCRETE

All work in this section shall be done in accordance with Section 73, "Concrete Curbs and Sidewalks" of the Caltrans Standard Specifications, except as modified in these Special Provisions. All concrete work shall be completed to the satisfaction of the Engineer prior to approval.

Material

Prior to commencing work, the Contractor shall submit source and mix design for concrete conforming to the requirements of Section 73-1.02 of the State of California Department of Transportation (Caltrans) Standard Specifications. Contractor to provide a minimum of two (2) pounds of lamp black per yard of concrete.

Execution

Curbs, gutters, sidewalks and curb ramps shall be constructed by the conventional use of forms.

The Contractor shall replace removed concrete with the final improvements within five (5) calendar days.

Layout of Improvements

The Contractor shall review field conditions and layout the improvements consistent with the applicable Town of Moraga, Contra Costa County, and Caltrans standard plans. The Contractor shall furnish sufficient measuring equipment to verify that grades are compliant with accessible standards.

Subgrade and Base Preparation

After removal of the existing concrete, the Contractor shall place and compact class II aggregate base conforming to Section 26 of the Caltrans Standard Specifications to 95% relative compaction conforming to ASTM D1557.

The subgrade shall be constructed and compacted true to line and grade, as required. All soft or unsuitable material shall be removed to a depth of not less than nine (9) inches below subgrade elevation and replaced with satisfactory material.

Forms

Forms conforming to the dimensions of the curb, gutter, sidewalk or driveway shall be carefully set to line and grade and shall be securely staked in place. The forms and subgrade shall be watered immediately in advance of placing concrete. Forms shall be thoroughly cleaned each time they are used and shall be coated with light oil or other releasing agent of a type that will not discolor the concrete. The Contractor shall request the Engineer complete an inspection of the forms two (2) days in advance of placing concrete. If the Engineer requires the Contractor to make correction, there shall be no additional cost to the Town.

Concrete Placement

The Contractor shall install formwork and receive approval from the Town prior to ordering concrete. The Contractor shall have sufficient personnel on site to manage the placement of the concrete.

Concrete shall be thoroughly spaded away from the forms to eliminate rock pockets next to the forms. The concrete may be compacted by mechanical vibrators acceptable to the Town. Tamping or vibrating shall continue until the mortar flushes to the surface and the coarse aggregate is below the concrete surface.

Expansion joints shall be located to match the expansion joints in the removed curb, gutter, sidewalk or driveway. Expansion joints shall be constructed vertical and at right angles to the centerline of the street. Joints shall be constructed at all radius points, driveways, and at adjoining structures.

Crack-control joints shall be constructed not more than ten (10) feet apart. Joints shall be made by the use of steel dividers, scoring or saw cutting to a depth of not less than one and one-half (1-1/2) inches and matching joints in adjacent sidewalks and/or driveways.

The concrete shall be cured by the curing compound method. The curing compound shall be curing compound (6) as specified in Caltrans Standard Specifications Sec. 90 1.03B, "Curing Compound Method" of

the Standard Specifications. The curing compound shall be applied in a manner that will provide a complete coating of all exposed faces of the concrete surface and result in a uniform finish.

Finish

The surface shall be finished with appropriate finishing tools to match adjacent existing finish. The front-face form shall not be removed before the concrete has taken the initial set and has sufficient strength to carry its own weight. Gutter forms and rear forms shall not be removed until the concrete has hardened sufficiently to prevent damage to the edges. Any portion of the curb, gutter, sidewalk or driveway that is damaged shall be replaced by the Contractor.

The Contractor shall grade the adjacent areas to conform to the existing conditions. This may include placing topsoil. Topsoil shall be procured and imported from a local supplier. The Contractor shall restore private property improvements to existing or better condition.

Surface Restoration

The Contractor shall grade the adjacent areas to conform to the existing conditions. This may include placing fill. For conform grading within the public right of way outside of the hardscape areas, the Contractor shall place mulch once grading is complete.

Sidewalk and Driveways

Sidewalk shall conform to the existing conditions and shall be set at grades conforming to accessibility requirements. All sidewalk and residential driveway replacement shall be completed per Contra Costa County or Caltrans Standard Plans, as applicable.

Curb and Gutter

The Contractor shall establish positive drainage for repair of all curbs and gutters located adjacent to sidewalks and driveways.

Accessible Curb Ramps

The Contractor shall construct curb ramps in compliance with current Caltrans Standard Plans.

The Contractor shall install detectable warning surface panels (cast in place in concrete) that must comply with yellow color number 33538. The Contractor shall guarantee in writing the warning surface for a period of five years (5) from date of completion. The guarantee includes defective work, breakage, deformation, and loosening of tiles.

Asphalt Plugs

The Contractor shall place asphalt plugs adjacent to new vertical curbs and gutters. The Contractor shall scarify and re-compact the subgrade as described in these Special Provisions and place hot mix asphalt as described in the "Asphalt Concrete Pavement" section, to a depth of at least nine (9) inches.

Aggregate Base

All aggregate base used for the project shall conform to Section 26, "Aggregate Bases," of the Caltrans Standard Specifications.

MEASUREMENT AND PAYMENT

Contract prices shall be paid per **Linear Foot** or per **Square Foot** as listed, by item, in **Appendix B**, and shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to complete the work including, but not limited to traffic control, sawcutting, removing existing improvements to be replaced, removing and disposing asphalt concrete, furnishing new concrete, furnishing new HMA for HMA plug; excavation; loading; hauling; disposal; forming; backfill & topsoil; reinforcement; doweling; aggregate base; compaction; placing select fill material behind new concrete improvements; detectable warning surfaces at curb ramps, relocation, adjusting and resetting of sign posts, valve reference numbering, utility boxes and the like, and all other work necessary to construct the various improvements complete in place as specified in these Special Provisions, as marked in the field, and as directed by the Engineer and no additional compensation will be allowed therefor.

Appendix A
Vendor Information

Vendor Name _____

Vendor Parent or Ownership _____

Vendor Company Address _____

Vendor Telephone Number: _____ Fax Number: _____

Number of employees _____

Number of employees able to respond to after-hours call-out _____ (maximum 4 hour response time)

Management person responsible for direct contact with the Town and the services required for this Proposal.

Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

Appendix B
CONTRACTOR'S BID PRICES

BID ITEMS / UNIT PRICES:

Mobilization

\$_____ per work authorization

(Curb and gutter, steps)

\$_____ per linear foot*

(Sidewalk, curb ramp, driveways, aprons, all other miscellaneous flatwork)

\$_____ per square foot*

*See "Measurement and Payment" under special provisions for all work items included as part of unit price.

LABOR RATES FOR WORK OUTSIDE OF BID ITEMS ON TIME/MATERIAL BASIS, IF NEEDED:

Please indicate the billable rate, per hour, for the following activities.

Supervisor: \$_____/hr.

Laborer: \$_____/hr.

Backhoe w/ operator: \$_____/hr.

Skid Loader w/operator: \$_____/hr.

Dump truck w/ driver: \$_____/hr.

Disposal cost per ton: \$_____ including disposal fees

Other additional work items will be covered by Section 9-1.04 (Force Account) of the Caltrans Standard Specifications .

Appendix C

Litigation, References, and Experience

Is your company involved in any current litigation? _____

(If yes, please attach a letter briefly describing the litigation)

Has the company been involved in any litigation in the last three years? _____

(If yes, please attach a letter briefly describing the litigation)

References

(Please provide at least three references)

Name of Company and Person to Contact : Phone Number: Email:

Professional Organizations:

Please list any professional organizations your company is a member of.

Name of Organization : Contact person: Phone Number: Email:

Appendix C continued

Certification of Quote to the Town of Moraga

1. This vendor has carefully reviewed its quote and understands and agrees that the Town is not responsible for any errors or omissions on the part of the vendor and that the vendor is responsible for these errors.
2. It is understood and agreed that the Town reserves the right to accept or reject any or all proposals and waive any informality or irregularity in any quote received by the Town.
3. The quote includes all of the commentary, figures and data required by the Request for Proposal.
4. The vendor has carefully read and understands all of the items contained in Section 3, Conditions and Requirements

Name of Vendor: _____

By (Authorized Signature) _____ Date _____

Title: _____

Address: _____

(Required information. Proposals submitted without certification of quote will be considered incomplete.)

Total number of years in business: _____

Appendix D
Additional Attachments

1. Include a copy of your business license or occupation tax certificate.
2. Include a copy of your state master license.
3. Documentation regarding your insurance policy for no less than \$2,000,000.
4. If your company is currently or has been involved in any litigation over the past three year, a letter must be attached that briefly describes the litigation.(Also, see Appendix C)

(Required information. Proposals submitted without additional attachments will be considered incomplete.)

Appendix E
Letter of Intent to Submit Proposal

NOTIFICATION OF INTENT TO SUBMIT PROPOSAL (Due Friday, February 17, 2017)

To: Kyle Salvin / Town of Moraga Public Works
329 Rheem Boulevard, 2ND Floor
Moraga, CA 94556

From: _____ (Name of vendor)

(Mailing address)

Subject: Request For Proposal (RFP) For On-Call Concrete Services

We are in receipt of the subject RFP. *(Check appropriate box below and provide information requested.)*

We do not intend to submit a proposal because:

We will submit a proposal on or before the due date of **Wednesday March 22, 2017**
Our designated contact for this RFP is: _____
Address for courier delivery: _____

Phone: _____
Fax: _____
E-mail Address: _____

(Signature) Date: _____

(Title)