

**DEPARTMENT OF TRANSPORTATION
COUNTY OF EL DORADO, CALIFORNIA**

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN by the County of El Dorado, State of California, that sealed bids for work in accordance with the Project Plans (Plans) and Contract Documents designated:

SOUTH LAKE TAHOE JAIL HVAC REPLACEMENT PROJECT

CONTRACT No. PW 11-30615, CIP No. 90003

will be received by the Clerk to the Board of Supervisors, at the Board of Supervisors Office, 330 Fair Lane, Placerville, California, until **July 24, 2012 at 2:00 PM**, at which time bids will be publicly opened and read by the El Dorado County Department of Transportation.

No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) calendar days. Bids shall be executed in accordance with the instructions given and forms provided in the bound Contract Documents furnished by the El Dorado County Department of Transportation. The Proposal shall not be detached and shall be submitted with the Contract Documents bid package in its entirety. All bids must be clearly marked on the envelope:

"PROPOSAL FOR SOUTH LAKE TAHOE JAIL HVAC REPLACEMENT PROJECT"

CONTRACT No. PW 11-30615, CIP No. 90003

TO BE OPENED AT 2:00 P.M. - July 24, 2012

LOCATION/DESCRIPTION OF THE WORK: The project is located at the El Dorado County Jail at 1051 Al Tahoe Boulevard, in South Lake Tahoe (SLT) in El Dorado County as shown on the Contract Document cover sheet and in Attachment A. The Work to be done generally consists of, but is not limited to:

HVAC UNIT REPLACEMENT

HVAC UNIT REPLACEMENT

- A. Removing and Disposing of one (1) existing 15 ton 48MA-016B HVAC Rooftop Unit including all associated equipment not compatible with or necessary for the new unit; furnishing crane hoisting service, disconnecting condensate and gas piping, existing ductwork, and electrical circuits to existing HVAC unit, reclaiming and recycling refrigerant from the existing unit and filing appropriate paperwork with the EPA, coordinating schedule with, and giving notice to the Contract Administrator, at least 48 hours in advance, for the evacuation of the space below the unit during lifting of both units;
- B. Disconnection and removal of existing HVAC unit shall not take place until new HVAC unit is on site. Once existing HVAC unit is no longer operational, work must be performed continuously, twenty four hours per day, seven days per week, until the new HVAC unit has been installed and tested, so that Contractor can maintain the temperature per section 5-1.02 of the special provisions.
- C. Installing one (1) new 15-Ton Multi-Zone Nesbitt RMA 250 or CME AC-7 PMZ3-20GG42 Rooftop Replacement Unit or approved equal; furnishing and installing a new roof curb adapter as necessary to receive the new HVAC unit, reconnecting to existing ductwork including supplying and installing any duct work required to complete all connections, furnishing crane hoisting service, reconnecting existing electrical circuits to the new HVAC unit; furnishing and connecting new disconnect switch box with fuses to the new HVAC unit, and reconnecting existing condensate through the curb and routed into the plenum to be spliced into the existing drain line and gas piping, including supplying any adapters, couplings or other hardware as required to complete all connections, patching and sealing any resultant holes from the relocation of any pipes, installation of a new high-altitude gas regulator, startup testing and commissioning of new unit, and all other work as called for, and in the manner designated in, and in strict conformance with these Contract Documents. The Work shall be performed in accordance with all of the terms and conditions of the Contract Documents. All new items supplied and installed, and all new connections shall be capable of operating as specified in high-altitude, 6500 feet above sea-level, extreme cold, below -20 degrees Fahrenheit conditions.
- D. Remove and Replace four thermostats; replacements shall be programmable thermostats capable of running at least four programs per day, twenty four hours per day, and seven days per week. The thermostats shall be compatible

with, and shall operate all the controls and capabilities of the HVAC system installed including both heating and cooling functions.

- E. Contractor shall perform an Air-Balance test and adjustment on the installed unit, and provide County with all Title 24 required forms and paperwork.
- F. Other items or details not mentioned above, that are required by the Plans, or these Special Provisions shall be performed, constructed or installed.
- G. Contractor shall provide a Cost Breakdown with the executed Agreement showing separate labor and equipment cost for:
 - i. Removal and disposal of existing HVAC unit.
 - ii. Installation of new HVAC unit.
 - iii. Electrical work for installation of new HVAC unit.
 - iv. Gas work for installation of new HVAC unit.
 - v. Duct work for installation of new HVAC unit.
- H. Bids are required for the entire Work described herein.
- I. The contract time shall be FIFTY (50) CALENDAR DAYS.
- I. For bonding purposes the anticipated project cost is less than \$ 175,000.
- J. A mandatory pre-bid conference is scheduled to start 1:30 p.m. on July 11, 2012 at the Department of Transportation Tahoe Engineering Conference Room at 924B Emerald Bay Road. Attendees will follow staff to the Jail site at 1051 Al Tahoe Boulevard, South Lake Tahoe, California. This conference will allow bidders to view the construction site, access areas for delivery and handling of the HVAC units, and to be introduced to the security procedures required on site. Bidder shall be prepared to climb a ladder to the roof. If a bidder requires special accommodations in order to participate in the mandatory pre-bid conference, the bidder should contact Donaldo Palaroan at telephone: (530) 573-7920, or email donaldo.palaroan@edcgov.us at least five (5) days prior to the pre-bid conference so that special accommodations can be made. Any questions that can be answered at that time by direct reference to the Contract Documents will be answered. Questions which cannot be answered may be addressed, if necessary, by addendum. Submission of a bid shall be considered an acknowledgment of familiarity with the Contract Documents, Plans and conditions of the site.

Attendance at the pre-bid conference is mandatory and only bids of firms with representatives in attendance at the pre-bid conference will be considered for evaluation and award. The Bidder's representative(s) will be required to sign an attendance sheet and provide the name of the firm being represented. All representatives will be subject to search and other standard security procedures at the Jail.

OBTAINING OR INSPECTING CONTRACT DOCUMENTS: The Contract Documents and Plans may be examined at the El Dorado County Department of Transportation or may be purchased in person or by Federal Express from the Department of Transportation, 2850 Fairlane Court, Placerville, California, 95667. The purchase price of each set of Contract Documents (half size Plans are included in each set) is **FIFTEEN DOLLARS (\$15.00)** and is not refundable. To receive Contract Documents by Federal Express, send request and payment prior to shipping and include an additional **TWENTY FIVE DOLLARS (\$25.00)**, for a total of **FORTY DOLLARS (\$40.00)**, to include shipping and handling.

CONTRACTORS LICENSE CLASSIFICATION: Bidders shall be properly licensed to perform the Work pursuant to the Contractors' State License Law (Business and Professions Code Section 7000 et seq.) and shall possess a C-20 Warm-Air, Heating, Ventilating, and Air Conditioning Contractor's license or equivalent combination of Classes required by the categories and type of Work included in the Contract Documents and Plans at the time bids are submitted, and shall maintain a valid license through completion and acceptance of the Work, including the guarantee and acceptance period. Failure of the successful Bidder to obtain proper adequate licensing for the Contract shall constitute a failure to execute the Contract and shall result in the forfeiture of the Bidder's security.

BUSINESS LICENSE: The County Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. The Bidder to whom an award is

made shall comply with all of the requirements of the County Business License Ordinance, where applicable, prior to beginning work under this Contract and at all times during the term of this Contract.

REQUIRED LISTING OF PROPOSED SUBCONTRACTORS: Each Proposal shall have listed therein the name, contractor's license number and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of 0.5 % of the total bid, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder shall also describe in the Subcontractor Listing the work to be performed by each subcontractor listed. The work to be performed by the subcontractor shall be shown by listing the description of the work to be subcontracted, and portion of the work to be performed by the subcontractor in the form of a percentage calculated by dividing the value of the work to be performed by the subcontractor by the total bid price. At the time bids are submitted, all listed subcontractors shall be properly licensed to perform their designated portion of the work. The bidder's attention is directed to other provisions of the Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

PREVAILING WAGE REQUIREMENTS: Contractor shall pay and require payment of wages according to a scale of prevailing wage rates determined by California law, which scale is on file at County's Department of Transportation, Principal Office, and shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810 and 1813.

In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Contract shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

BID SECURITY: A bid security shall be provided with each bid. Bid security shall be in an amount of not less than ten percent (10%) of the total amount of the Bid for bid and shall be cash, a certified check or cashier's check drawn to the order of the County of El Dorado or a Bidder's Bond executed by a surety satisfactory to the County of El Dorado **on the form provided in the Proposal section of these Contract Documents (do not detach the form).**

BID PROTEST PROCEDURE: The protest procedure is intended to handle and resolve disputes related to the bid award for this project pursuant to Title 10 Code of Federal Regulations Part 600 Subpart C Section 600.236 (b) (12)(i)-(ii) and County of El Dorado policies and procedures. A protestor must exhaust all administrative remedies with the County of El Dorado before pursuing a protest with a Federal Agency. Reviews of protests by the Federal agency will be limited to:

- (i.) Violations of Federal law or regulations and the standards of 10 CFR Part 600 Subpart C Section 600.236 (b) (12) (i)-(ii). Violations of State of California or local law will be under the jurisdiction of the State of California or the County of El Dorado; and
- (ii.) Violation of the County of El Dorado's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the County of El Dorado.

The protest procedure is an extension of the formal bid process and allows those who wish to protest the recommendation of an award after bid the opportunity to be heard.

Policy: Upon completion of the bid evaluation, the Department of Transportation shall notify all bidders of the recommendation of award, the basis therefore, and the date and time on which the recommendation for award will be considered and acted upon by the Board of Supervisors. All bidders may attend the Board of Supervisors meeting at the time the agenda item is considered, address the Board of Supervisors, and be heard.

Procedure: If a bidder wishes to protest the award, the procedure shall be as follows:

1. The Department of Transportation will review the bids received in a timely fashion under the terms and conditions of the Notice to Bidders, and notify the bidders in writing, at the address designated in the bid, of its recommendation including for award or rejection of bids ("All Bidders Letter").
2. Within five (5) working days from the date of the "All Bidders Letter," the bidder protesting the recommendation for award shall submit a letter of protest to the County of El Dorado, Department of Transportation, Attention Janel Gifford, 2850 Fairlane Court, Placerville, CA 95667, and state in detail the basis and reasons for the protest. The bidder must provide facts to support the protest, including any evidence it wishes to be considered, together with the law, rule, regulation, or criteria on which the protest is based.

3. If the Department of Transportation finds the protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Department of Transportation does not agree with the protest, or otherwise fails to resolve the protest, the Department of Transportation will notify the bid protestor and all interested parties of its decision and the date and time that the recommendation for award will be agendaized for the Board of Supervisors' consideration and action. The Department of Transportation shall also include in its report to the Board of Supervisors the details of the bid protest.

4. The bidder may attend the Board of Supervisors meeting at which the recommendation and bid protest will be considered. The Board of Supervisors will take comment from the bidder, staff, and members of the public who wish to speak on the item. In the event that the bidder is not in attendance at that time, the bid protest may be dismissed by the Board of Supervisors without further consideration of the merits; and

In its discretion, the County of El Dorado may accept or reject any bids. The decision of the Board of Supervisors shall be final in accepting or rejecting the bid protest, awarding the bid, or rejecting any or all bids.

AWARD OF CONTRACT: Bids will be considered for award by the Board of Supervisors. The County of El Dorado reserves the right after opening bids to reject any or all bids, to waive any irregularity in a bid, or to make award to the lowest responsive, responsible Bidder and reject all other bids, as it may best serve the interests of the County.

As a condition of award, the successful Bidder will be required to submit bonds and evidence of insurance prior to execution of the Agreement by the County. Failure to meet this requirement shall constitute abandonment of the Bid by the Bidder and forfeiture of the Bidder's security. Award will then be made to the next lowest, responsive, responsible Bidder.


RETAINAGE FROM PAYMENTS: The Contractor may elect to receive one hundred percent (100%) of payments due under the Contract from time to time, without retention of any portion of the payment by the County, by depositing securities of equivalent value with the County in accordance with the provisions of Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

PROJECT ADMINISTRATION: All communications relative to the Contract Documents shall be directed to Janel Gifford in the El Dorado County Department of Transportation, 2850 Fairlane Court, Placerville, CA 95667, telephone: (530) 621-5974, email janel.gifford@edcgov.us. No oral responses to any questions concerning the content of the Contract Documents will be given. All responses will be in the form of written addenda to the Contract Documents or written responses to bidders' inquiries. Responses to bidders' inquiries and addenda will be posted on the Department of Transportation website at www.edcgov.us/Government/DOT/Bids.aspx. It is the bidders' responsibility to check this website for responses and addenda during the bid period.

Inquiries or questions based on alleged patent ambiguity of the specifications, or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening will not be treated as a bid protest.

BY ORDER OF the Interim Director of the Department of Transportation, County of El Dorado, State of California.

Authorized by the Department of Transportation on July 6, 2012, at Placerville, California.

By 

Kimberly A. Kerr
Interim Director
Department of Transportation,
County of El Dorado