

REQUEST FOR PROPOSALS

ROOF REPLACEMENT AT THE CARMEL
VALLEY VILLAGE FIRE STATION

FOR THE MONTEREY COUNTY REGIONAL
FIRE PROTECTION DISTRICT

SEALED PROPOSALS MUST BE RECEIVED
AT FIRE ADMINISTRATION,
MONTEREY COUNTY REGIONAL FIRE DISTRICT,
19900 PORTOLA DRIVE, SALINAS, CALIFORNIA 93908

BY 5:00 PM, SEPTEMBER 19, 2023

REQUEST FOR PROPOSALS
ROOF REPLACEMENT AT THE CARMEL VALLEY
VILLAGE FIRE STATION

FOR THE MONTEREY COUNTY REGIONAL
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INTENT

The Monterey County Regional Fire District (hereinafter “DISTRICT”) is seeking an experienced California-licensed Contractor (hereinafter “CONTRACTOR”) to remove and replace the fire station roof at the Village Station. The Village Fire Station is located at 26 Via Contenta, Carmel Valley, CA 93924.

It is the intent of this Request for Proposal to:

1. Establish the specifications, terms and conditions governing the selection of a California-licensed Contractor, which must be experienced in roofing removal and replacement.
2. Solicit sufficient and verifiable information from prospective California-licensed Contractors to establish a list of contractors from which the successful contractor will be selected.

SCOPE

OVERVIEW: The scope of work consists of the removal and disposal of the existing roof, exterior fire sprinklers, related resulting material and debris, and the installation of shingle underlayment felt of 30 lb. or better, 5/8” or greater wood sheathing, a Class A rated roof (30-year minimum manufacturer’s warranty), any painting necessary to match flashing with roof and drip edges, and a continuous ridge vent on peak with a finished ridge cap.

The contractor shall supply all labor and equipment necessary for work, to include boom lifts, ladders, tarps, tools, and incidentals. All trash and debris produced by the work to be removed, and all areas in the work zone, both interior and exterior, to be cleaned by contractor. All work to be bid utilizing prevailing wage schedules.

PERMITS: The Contractor shall obtain a Building Permit for the roof replacement and must follow an agreed upon inspection schedule. Permit fees associated with the project will be at the contractor’s expense and shall be a part of the overall lump sum bid.

INSPECTION:

The contractor shall inspect the work site and note all existing conditions prior to submitting a bid for this project.

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WALK: A mandatory site walk is scheduled for Monday, September 13, 2023, at 9:00 a.m. The contractor must coordinate a site visit through the Monterey County Regional Fire District.

CONSTRUCTION SCHEDULE:

The Contractor shall submit to the District a proposed construction schedule in the form of tabulation, chart, or graph, and shall be in sufficient detail to show the sequence of construction activities including, but not limited to estimated starting and completion dates, procurement of materials and scheduling of equipment. The time of completion for the entire project shall be no greater than 30 days from the agreed upon starting date.

ROOF REPLACEMENT:

The Contractor shall furnish and install all items required by this section to provide a complete and watertight roof. Suggested materials and equipment listed in this scope of work shall be used unless an alternate material is called for. All alternate materials shall be identified by the CONTRACTOR in a bid addendum memo. All alternative materials shall be approved by DISTRICT.

WORK INCLUDED:

Work shall include the following:

1. Remove all existing roof related materials, including exterior fire sprinklers, down to the roof deck. Contractor shall remove all demolition materials from the jobsite
2. Replace all damaged, rotted, or defective wood board or plywood roof sheathing with 5/8" or greater wood sheathing
3. Install new Class A rated roof, including continuous ridge vents and cap, with a 30-year manufacturer's warranty over 2 layers of new 30# felt roofing underlayment
4. Install new four-pound sheet lead flashings as necessary

This is a prevailing wage project and is subject to all local, state, and federal labor laws.

CONTRACTOR shall be responsible for the following activities:

1. Perform additional investigations including field investigations as may be required to determine existing conditions.
2. Attend a **mandatory** pre-bid meeting on Monday, September 13, 2023 at 9:00 a.m. at the Village Fire Station, 26 Via Contenta, Carmel Valley, CA 93924

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3. Identify and complete any required abatement using appropriately California-licensed professionals.
4. Disposal of all construction material and debris will be the responsibility of the contractor.
5. Acquire all necessary permits

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| CONTACT PERSON |
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All questions and correspondence shall be directed to the following person:

Eric Ulwelling, Deputy Fire Chief
Monterey County Regional Fire District - Administrative Office
19900 Portola Drive
Salinas, CA 93908
Phone: (831) 455-1828
Fax: (831) 455-0646

If the above person is not available to provide an immediate answer to a question, a District representative will research the question, determine the appropriate response, and communicate the answer to all interested proposers, as appropriate.

Interested proposers shall not contact any other DISTRICT officer or employee with questions or suggestions regarding this Request for Proposals without first contacting the person listed above. Any undue pressure or badgering of DISTRICT personnel may result in disqualification of the proposer from further consideration.

CALENDAR OF EVENTS

The preliminary phase of the project is expected to follow this schedule of events:

| <u>Date</u> | <u>Event</u> |
|---------------------------------|--|
| September 4 and 11, 2023 | Public Notice inviting proposals to be published in local newspaper(s) |
| September 13, 2023 at 9:00 a.m. | Mandatory site visit and question/answer session for all interested proposers. Question/answer session will be in an open forum setting at the job site so that all proposers may hear the questions and answers |
| September 19, 2023 by 5:00 p.m. | Proposals due and must be received <u>no later than 5:00 p.m. Pacific Time</u> |
| September 20, 2023 at 8:00 a.m. | Public bid opening |

The DISTRICT reserves the right to reject any and all proposals, to postpone or revise the abovementioned dates for its own convenience, to make an award in its own best interests, and to waive any informalities or technicalities. Should the DISTRICT choose to extend the proposal period and modify the due date, potential proposers will be notified via First Class U.S. Mail.

BASIS OF AWARD / PROPOSAL EVALUATION

The evaluation of proposals and selection of the CONTRACTOR will be conducted by District employees.

Proposals will be evaluated based on the following criteria:

1. Understanding of the Scope of Work and proposer's Proposed Methodology.
2. Delivery Schedule.
3. Past experience and performance of the proposer's team on similar work including individuals in the firm assigned to do the work; cost control; quality of work and meeting scheduled milestones.
4. Cost: Will services be performed at fair and reasonable prices?

The DISTRICT reserves the right to conduct independent reviews and interview proposers submitting proposals prior to making any selection. The DISTRICT will not be liable for any costs associated with your firm preparing its response to the Request for Proposals.

No proposer will be allowed to modify the content of proposal at any time after the submission deadline, except in direct response to a request from the DISTRICT for clarification or for an oral interview, provided that no such modification will result in a

substantive amendment to the proposal. The DISTRICT reserves the right to reject any or all proposals received as a result of this request and at its discretion waive any informality, technical defect, or clerical error in any proposal.

PROPOSAL FORMAT AND CONTENT

Proposals shall consist of responses to the questions listed below. Please clearly label answers to all questions. The questions must be completely addressed in the body of the proposal and be presented in the order indicated. The submissions are subject to a page limitation of four (4) pages in twelve-point font, not including documents demonstrating proof of qualification, including but not limited to contractor's licensing and registration with California Department of Industrial Relations.

You may attach additional information as exhibits do not count against the page limit; however, responses to questions must be answered within the specified page limit. The DISTRICT makes no assurances that any non-requested additional information in exhibits will be reviewed.

Proposers must have a minimum of two (2) years of professional experience in working their licensed trade. They shall have completed a minimum of three (3) projects for a multi-family residential and/or commercial building; and shall have demonstrated experience of similar scope projects. The firm must employ qualified individuals who are licensed and/or otherwise qualified in the following disciplines:

1. Operator shall be a licensed roofing contractor in the State of California

Questions:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax number and email address.
2. Brief description and history of the firm and experience of the principal contact.
3. Description of the services, materials, and systems as they relate to the proposed scope of work that your firm proposes to provide to the DISTRICT for this project.
4. Description of three (3) projects of similar scope for a public agency within the last five (5) years. Please provide project name, location, brief description of work, contract amount, and date of completion. List any liquidated damages or claims that were paid, citations by OSHA, if any, or failure to pay prevailing wage or other federal/state required taxes or contributions. Please provide a reference for each project.
5. Provide the proposed fee for services.

PROPOSAL SUBMITTAL

One original of each proposal must be received no later than 5:00 p.m., September 19, 2023 in the office of Deputy Chief, Eric Ulwelling, Monterey County Regional Fire District, at 19900 Portola Dr., Salinas, California 93908.

Proposals which are received after 5:00 p.m. on September 19, 2023, will be returned to the proposer, unopened, and will not be considered. Postmarks, facsimile transmissions, or email transmissions will not be accepted.

All proposals must be submitted in sealed envelopes bearing on the outside the proposer's name, address, and the title **Request for Proposal – Village Station Roof Replacement**. It is the sole responsibility of the proposer to see that the proposal is received by the proper time.

All materials submitted in response to this Request for Proposals become the property of the DISTRICT.

CONTRACTUAL REQUIREMENTS

The successful proposer (CONTRACTOR) will be required to enter into a contract with the DISTRICT, which will include, but not be limited to, the following provisions:

A. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the DISTRICT, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs and attorney's fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and loss occurring or resulting to any person, firm or corporation for damage, injury or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities or losses arise out of the sole negligence or willful misconduct of the DISTRICT, excluding, however, any claim for negligent hire, design and construction by reason of the imputation of any agency relationship with the DISTRICT or arising out of the ownership of the project by the DISTRICT. CONTRACTOR'S performance includes the CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents, and subcontractors.

B. INSURANCE

Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this agreement, a policy, or policies of insurance with the following minimum limits of liability:

Commercial general liability, including, but not limited to, premises, personal injuries, products, and completed operations, with a combined single limited of not less than One Million Dollars (\$1,000,000) per occurrence; and

Comprehensive automobile liability covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence; and

Worker's compensation insurance, if CONTRACTOR is an employer, in accordance with California Labor Code §3700 and with a minimum of One Million Dollars (\$1,000,000) per occurrence for employer's liability; and

Professional liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate to cover liability for errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting ("tail") coverage with the same liability limits. Any such tail coverage shall continue in effect for such period of time to cover any future claims arising out of this project. The proposal is to provide the period of time covered.

Bonding requirements: The contractor shall be required to furnish a construction performance bond in connection with the contract. See attachment #1 on pages 9-11.

Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the DISTRICT and authorized by law to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes performance of services under this Agreement.

Each liability policy shall provide that the DISTRICT shall be given notice in writing at least thirty days in advance of any change, cancellation, or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

Commercial general liability and automobile liability policies shall provide an endorsement naming MONTEREY COUNTY REGIONAL FIRE PROTECTION DISTRICT OF MONTEREY COUNTY, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the DISTRICT and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

Prior to the execution of this Agreement by the DISTRICT, CONTRACTOR shall file certificates of insurance with the Fire Chief, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy, which would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

The DISTRICT reserves the right to waive or impose any additional insurance or bond requirements during the contract negotiation and execution phase.

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| <i>C. ADDITIONAL REQUIREMENTS</i> |
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The DISTRICT may, at its sole option, terminate the contract for lack of performance, lack of confidence on behalf of the DISTRICT, change in ownership of the provider firm or changes in personnel assigned to this project without the permission of the DISTRICT, or other reasons the DISTRICT may have, by giving ten (10) days written notice that the DISTRICT is terminating the Agreement.

Proposer shall furnish DISTRICT with any contractual provisions that it requires in the final Agreement for approval prior to selection. Failure to submit any proposed clauses will be deemed a waiver of Proposer's choice of contract language.

**Attachment #1: Construction Performance Bond
Document 00 6113.13**

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, Monterey County Regional Fire District (Owner), a special district under the laws of California, has awarded to _____ as Principal, Contract Number _____, dated the _____ day of _____, 2023 (the “Contract”, titled _____) in the amount of \$ _____, which Contract is by this reference made a part hereof, for the work of the following Contract:

Project includes the removal and disposal of the existing roof, exterior fire sprinklers, related resulting material and debris, and the installation of shingle underlayment felt of 30 lb. or better, 5/8” or greater wood sheathing, a Class A rated roof (30-year minimum manufacturer’s warranty), any painting necessary to match flashing with roof and drip edges, and a continuous ridge vent on peak with a finished ridge cap.

1.02 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

1.03 NOW, THEREFORE, we, the undersigned Principal and (name of Surety) _____ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THE OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by the Owner, shall promptly and faithfully perform the covenants, conditions and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with our without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all of the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal’s part to be kept and performed at the same time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect and hold harmless Owner as stipulated in the Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

1.05 No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any

way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

1.06 Whenever Principal shall be and declared by Owner in default of the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:

A. Undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to the Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of the Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum" as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others.

1.08 Surety may not use Contractor to complete the Contract absent Owner's Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.

1.09 No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

1.10 Surety shall join in any proceedings brought under the Contract upon Owner's demand and shall be bound by any judgement.

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1.11 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2023.

CONTRACTOR AS PRINCIPAL

Company: (Corp Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: (Corp Seal)

Signature: _____

Name and Title: _____

Address: _____

END OF DOCUMENT