

Tulare Local Healthcare District dba Tulare Regional Medical Center

Agenda Item

Board Meeting Date:

April 24, 2019

Title to Appear on Agenda:

Discussion and Action to Approve the following Capital Projects: a)
Evolutions Paving Project – West Parking Lot

Brief Description:

The Evolutions parking areas have been in severe disrepair for some time. In order to address the most pressing needs, a plan has been developed to re-pave the west portion of the parking area.

Background and Details:

A committee for the Evo Management group, headed by Mike Lane of Lane Engineers worked on this project. Mike helped develop the plans, specifications, and Request for Proposal for the bid process. He subsequently has analyzed the bid responses.

Exhibits:

A copy of the Request for Proposal along with the lowest qualified bid response from Central Valley Asphalt is attached.

Recommended Action:

That the Board award the bid for the paving of the Evolutions parking area as outlined to Central Valley Asphalt for the amount of \$57,672.00. (Mike also pointed out that there will be some minimal costs needed for soils testing.)

TULARE LOCAL HEALTH CARE DISTRICT



REQUEST FOR PROPOSAL

**PARKING LOT REPAIR FOR:
EVOLUTIONS FITNESS AND WELLNESS CENTER
1425 E. PROSPERITY AVE.
TULARE, CA 93274**

Issue Date: March 27, 2019

Proposal Due Date: April 15, 2019

GENERAL INFORMATION

- A. **Purpose.** The Board of Directors for the Tulare Local Healthcare District herein after referred to as the District, invites interested firms and/or individuals to submit proposals to provide **Parking Lot Repair** for their properties as described in the scope of work set forth in this Request for Proposals (RFP).
- B. **Terms of Submission.** Proposers assume full responsibility for having their proposal deposited at the proper address no later than the scheduled closing time and date.

Proposal Labeling: REQUEST FOR PROPOSAL FOR:
PARKING LOT REPAIR FOR EVOLUTIONS FITNESS AND WELLNESS CENTER
Tulare Local Health Care District

Submittal Closing: April 15, 2019 at 5 p.m. PST

Location: Tulare Local Health Care District
869 N. Cherry St.
Tulare, CA 93274
Attention: Wendy Meldrum
(559) 685-3496
meldruw@tulareregional.org

Number of Copies: One (1) Original and six (6) copies.

Early responses are acceptable; Faxed or emailed proposals or modifications will not be accepted. Postmarks prior to the deadline are not sufficient for acceptance. The District will not be responsible for any errors or omissions in the proposals or for any delays in delivery.

- C. **Inquiries.** Any prospective proposer desiring an explanation or interpretation of the solicitation specifications, etc., should request so in writing, via email (Wendy) no later than five (5) days before proposal due date to allow a reply before the proposal submission date. The written request is to be submitted to the individual identified below (email acceptable and preferred). Verbal explanations or instructions given during any phase of this solicitation will not be binding. Inquiries regarding this RFP shall be directed to:

Wendy Meldrum
Tulare Local Health Care District
Tulare, CA 93274
Phone: (559)685-3496
Email: meldruw@tulareregional.org

Please reference "Request for Proposals for Evolutions Parking Lot Repair" when contacting the District regarding this RFP.

D. **Terms and Conditions:** The District is not, nor shall be deemed, liable for any costs incurred by Proposer in the preparation, submittal or presentation of their proposal. The decision on which proposal to accept will be based upon the factors described in this Request for Proposals (RFP). This RFP does not commit or obligate the District to accept or execute an agreement for any expressed or implied service. The District reserves the right to:

- Reject any and all proposals received and to accept or reject any item(s) herein;
- Take all proposals under advisement for up to ninety (90) days after opening;
- Waive any informality on any proposal;
- Be the sole judge of the relative merits of the material mentioned in the respective proposal received;
- Request the proposal to clarify its proposal during the selection phase;
- Negotiate the schedule and responsible costs with the selected firm;
- Modify or alter any requirements herein, and issue addenda or amendments to this RFP;
- Terminate this RFP process at any time.

E. **Acceptance of Conditions:** It is the Proposer's responsibility to examine the scope and location of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Proposers shall have no claim against the District based upon ignorance of the nature and requirements of the services provided, misapprehension of the work environment, or misunderstanding of the specification or agreement provisions.

By submitting a proposal, each Proposer expressly agrees to and accepts the following conditions:

- Proposal and price shall be valid and binding for ninety (90) days following the proposal due date and will become part of the Agreement that is negotiated with the District.
- The District may require whatever evidence is deemed necessary relative to the Proposer's financial stability and ability to perform these services.
- The District reserves the right to request further information from the Proposer, either in writing or orally, to establish any stated qualifications.
- The District reserves the right to solely judge the Proposer's representations, and to solely determine whether the Proposer is qualified to undertake these services pursuant to the criteria set forth herein. The Proposer, by submitting a proposal, expressly acknowledges and agrees that the judgment of the District as to whether or not the Proposer is qualified to perform these services shall be binding, final and conclusive.
- The Paving Contractor shall hold a valid License issued by the State of California for Asphalt Paving Projects. (General Engineering, A; or Grading and Paving, C-12.)

F. **Proposal Inclusions:** The Request for Proposal documents shall be submitted in their entirety, with ALL applicable portions fully completed by the Proposer. Proposers are encouraged to review and confirm that their proposal includes and specifically addresses all of the proposal requirements prior to submitting as outlined elsewhere in this document.

- G. **Withdrawal of Proposal Before Closing:** Proposer may request the withdrawal of their submitted proposal by written request at any time prior to the scheduled closing date and time. Upon receiving written request to withdraw any proposal, the District will consider the proposal null and void, and return the proposal to the Proposer. Withdrawal of proposal will not impact Proposer's resubmittal for this or any future proposal(s).
- H. **Proposal Submittal:** Proposers shall complete and return one (1) Original and six (6) copies. Double sided printing is strongly encouraged. More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names will not be considered.
- I. **Contract Execution:** The firm/individual shall prepare the Agreement to be executed by both parties upon final review of the District.
- J. **Licensing:** The Contractor, and any sub-Contractor(s), shall possess any necessary certification(s) and/or license(s) relative to the work to be performed required by an appropriate licensing authority of the State of California and shall provide evidence of such to the District with their proposal in such a form as the District shall require.
- K. **Insurance:** The Proposer shall, at its own expense, procure and maintain for the duration of the Agreement, insurance coverage as follows: General Liability Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate liability; Automobile Liability Insurance of at least \$1,000,000.00 per accident Combined Single Limit (CSL); Worker's Compensation Insurance of at least \$1,000,000.00 per claim.
- L. **Contract Bonds:** The successful Contractor shall furnish two bonds required by California Public Contract Code. Each of said Bonds shall be executed in a sum equal to one hundred percent (100%) of the contract price. One of the said bonds shall guarantee the faithful performance of said contract by the Contractor; and the other bond shall secure the payment of claims for labor and materials. The Contractor shall also furnish a Maintenance Bond. All contract bonds shall originate from a California "Admitted Surety Insurer" listed in the Federal Register. An "Admitted Surety Insurer" is defined pursuant to California Code of Civil Procedures, Section 995.120.
- M. **Public Record:** Be advised that all information contained in proposals submitted in response to this solicitation shall become a matter of public record upon contract award, and made available upon request, unless otherwise marked. The Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Proposer claims are exempt from disclosure pursuant to the California Public Records Act. The Proposer who claims such an exemption must also state in the proposal that: "The Proposer agrees to indemnify and hold harmless the District and its officers, employees and agents from any claims, liability or damages against the District and to defend any actions brought against the District for its refusal to disclose such material, trade secrets or other proprietary information to any party."
- N. **Equal Opportunity:** The District requires all Proposers to comply with equal opportunity policies and laws.
- O. **Independent Contractor:** The Proposer will be an independent contractor. All persons employed by a firm in accordance with an Agreement resulting from this RFP will be employees of Proposer

not of the District.

- P. **Prevailing Wage Rates:** Pursuant to Section 1770 through 1780 inclusive of the California Labor Code, the general prevailing wage rates in Tulare County, in which the work is to be done, have been determined by the Director of the California Department of Industrial Relations. These wage rates are set forth in the General Prevailing Wage Rates for this project, available at the City of Tulare and available from the California Department of Industrial Relations' Internet web site:

<http://www.dir.ca.gov/DLSR/PWD>

- Q. **Conflict of Interest:** No official, officer, or employee of the District during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge, no board member, officer or employee of the District has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the District, and that if any such interest comes to the knowledge of either party at any time, a full disclosure of such information will be made in writing to the other party or parties.

SCOPE OF WORK EVOLUTIONS PARKING LOT

The Scope of work is defined by Exhibit A, Sheet No. S-1 and Exhibit B, Sheet No. S-2 Attached hereto.

Work to commence no sooner than May 1, 2019 and to be completed no later than May 30, 2019.

RESPONSE REQUESTED

Proposals must provide the following information:

- A. **Cover Letter:** Provide a brief (maximum of two (2) pages) submittal cover letter. State any changes to the format or deletions of requested materials, which may be a part of the submittal. Include a summary describing how the submitter proposes to provide the required services to the District.
- B. **Identification of Responder:** Provide legal name and address of submitter. State the legal form of the submitter, i.e. partnerships, corporation, joint venture, and so forth. If the submitter is a joint venture, identify the members of the joint venture team and provide all required information under this section for each member. If the submitter is a wholly owned subsidiary of a parent company, identify the parent company and its address. Provide the name, title, address and telephone number of the submitter's principal contact person for the RFP.
- C. **Payment:** The District Contract Representative shall after the completion of the contract pay the entire sum. The final payment shall not be due and payable until the expiration of the thirty-five days (35) from the date of acceptance of the work by the District and filing of a notice of completion.

The Contractor further agrees that the payment of the final amount due under the contract, and adjustment and payment for any work due in accordance with any alterations of the same, shall

release the District from any and all claims, or liability on account of work performed under the contract or any alteration thereof.

- D. **Disclosures**: Disclosures of actual and potential conflicts of interest, if any, including but not limited to identifying each and every matter in which the attorney or firm has, within the past calendar year, represented any entity or individual with interest adverse to the District, its Board or staff. Provide a statement concerning other potential areas for conflicts of interest to arise because of an individual's work or the work of others in the firm.

- E. **Evaluation**: Proposals will be evaluated by the District's Board of Directors. The Board will make the final selection after reviewing each of the proposals that are submitted. The Board may request in-person meetings with some or all of the interested firms prior to making its decision. Factors to be considered by the Board include, but are not limited to, expertise and experience, key personnel, past performance on similar assignments, geographic location and accessibility, and overall cost and fees.

FABRICATION DRAWINGS

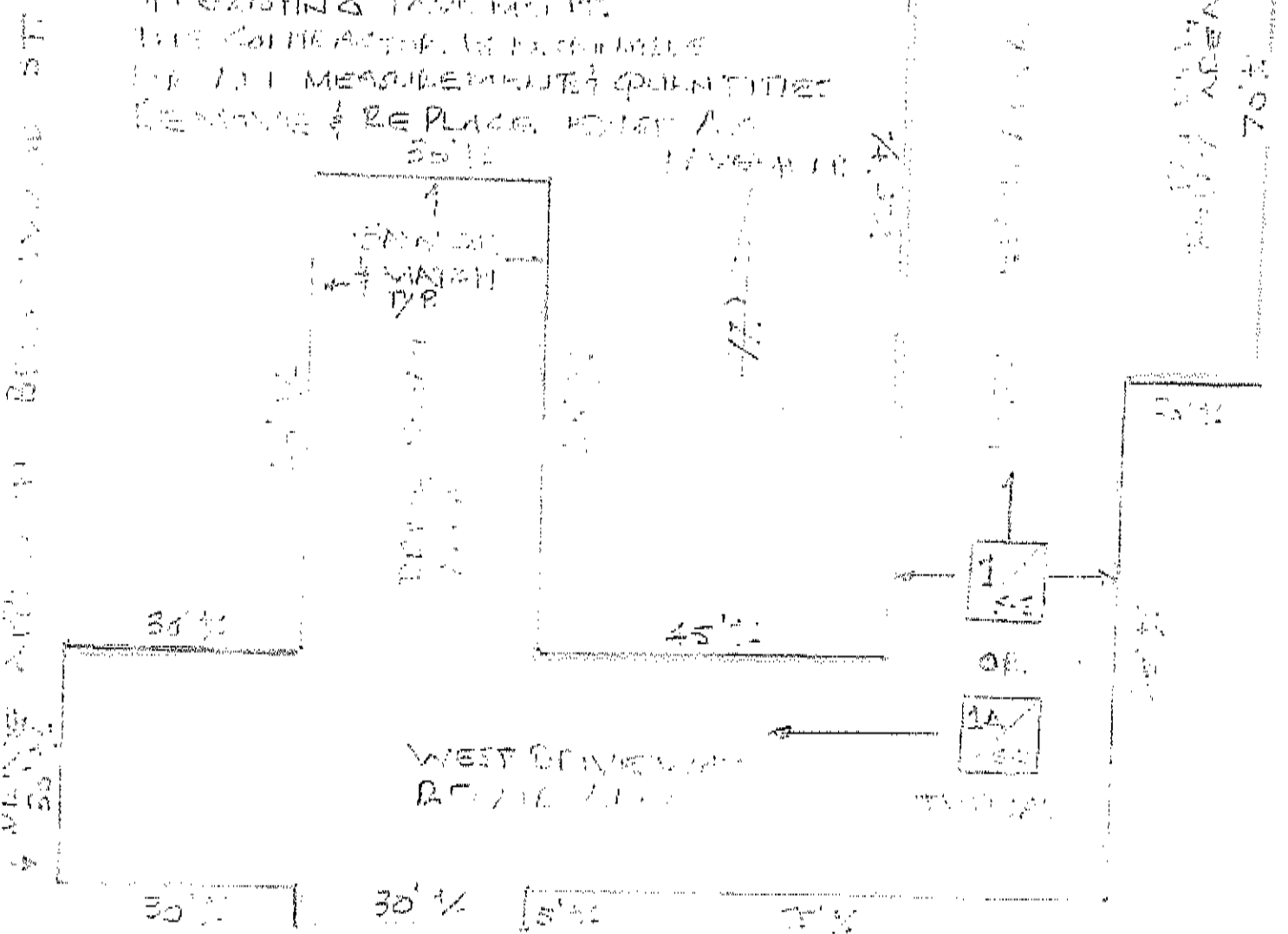
PROJECT NO: 507	PROJECT NAME: EVOLUTION OF MAGNETIC REACTOR	DETAILED BY: J. L.	SHEET NO: S-1
DRAWING DATE: 5-15-64	DAY REQUIRED:	DATE REQUIRED:	TIME REQUIRED:
SPECIAL INSTRUCTIONS: EXHIBIT A		PROJECT MANAGER: J. L.	PRESSURE CLASS:
		COPY TO:	LARGO CODE MATERIAL CODE

50%

REF. TO
EXISTING
DRAWINGS
FOR
MATERIAL
LIST

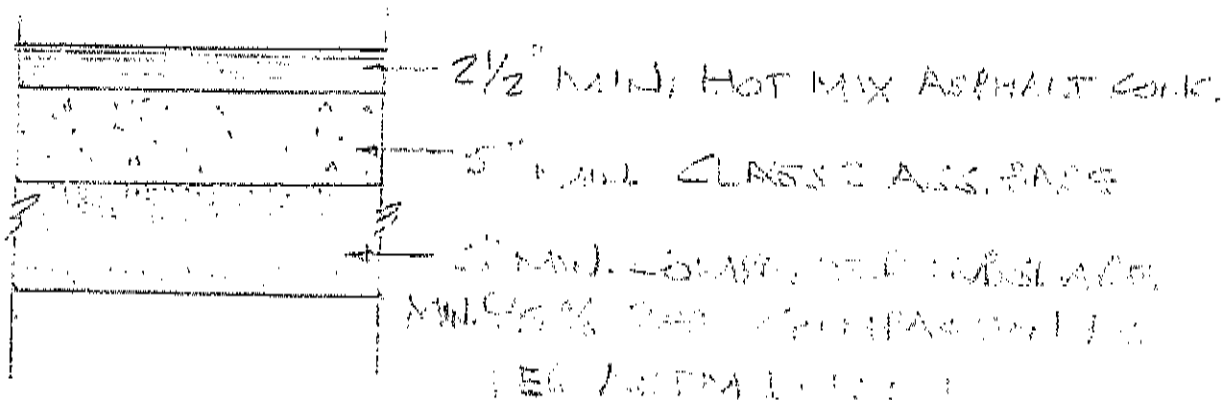
1/2 OF 1/2

EXISTING LINES ARE POINTED
IN EXISTING DRAWINGS
THE CONTRACTOR IS RESPONSIBLE
FOR ALL MEASUREMENTS & QUANTITIES
REMOVAL & REPLACE WORK AS
NECESSARY

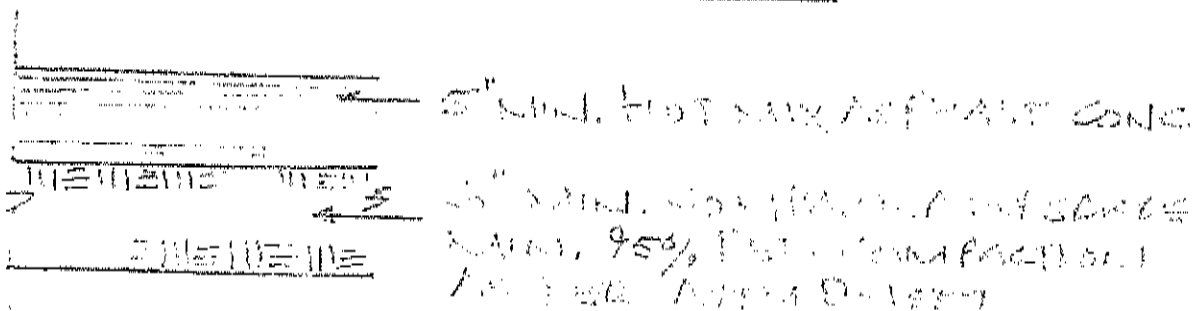


FABRICATION DRAWINGS

PROJECT NO: 007	PROJECT NAME: EVOLUTION'S PARKING LOT REPAIR		DETAILED BY: JNL	SHEET NO: 5-2
DRAWING DATE: 2-23-19	DAY REQUIRED:	DATE REQUIRED:	TIME REQUIRED:	PROJECT MANAGER: JP
SPECIAL INSTRUCTIONS: EXHIBIT B			COPY TO:	LASCO CODE MATERIAL CODE



1 PAVEMENT REPAIR SECTION

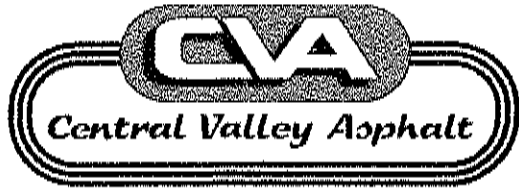


1A ALTERNATE PAVEMENT REPAIR SECTION

ALL WORK AND MATERIAL SHALL MEET THE CALIF. DOT SPECIFICATIONS, THE MINIMUM OF 95% COMPACTION SHALL BE MAINTAINED THROUGHOUT THE REPAIR.

A MINIMUM OF 5 SUBGRADE COMPACTED TEST SHALL BE TAKEN IN THE REPAIR AREA. A MINIMUM OF 5 SUBGRADE COMPACTION TEST SHALL BE TAKEN IN THE REPAIR AREA.

CONTRACTOR SHALL CONSULT WITH EVOLUTION'S TESTING LABORATORY FOR COMPACTION TESTS.



CSLB Lic. # A777434 SBE #20916
 DIR #1000001173 WBE #14110042
 23494 Road 196 Lindsay, CA 93247
 Office: 559-562-7802 Fax: 559-562-7902

Proposal

Date	Proposal #
3/26/2019	54365

Tulare District Health Care System
 869 Cherry Street
 Tulare, CA 93274

Evolutions
 1425 E. Prosperity Avenue
 Tulare, CA 93274

PO Number	Rep	Project	Job Name		
	NS	2019 Bid	TDHCS30-PW (2019 Evolutions)		
Description	Qty	Unit	Rate	Total	
Option Pavement Section 1: Remove existing asphalt over 12,080 sq.ft. 7.5" in depth off-haul material from site. Grade and compact existing sub-base material 6" in depth over 12,080 sq.ft. to 95% compaction Install 5" of Class II Aggregate Base Rock over 12,080 sq.ft. rolled and compacted. Install Hot Mix Asphalt 2.5" thick over 12,080 sq.ft. rolled and compacted. Total for Project @ prevailing wages			57,672.00	57,672.00	
Option Pavement Section 1A: Remove existing asphalt over 12,080 sq.ft. 5" in depth off-haul material from site. Grade and compact existing sub-base material 6" in depth over 12,080 sq.ft. to 95% compaction Install Hot Mix Asphalt 5" thick over 12,080 sq.ft. rolled and compacted. Total for Project @ prevailing wages \$58,465.00					
We look forward to doing business with you.			Total \$57,672.00		

Any alteration or deviation from the above involving extra costs will only be executed upon written orders for the same, and will become an extra charge over and above the estimate. All agreements must be made in writing. This proposal is only good for 30 days. All material is guaranteed.

ACCEPTANCE OF PROPOSAL

The price, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified. Payment will be made in full upon completion.

Signature _____