



# INVITATION TO BID

The Montecito Fire Protection District (MFPD) requests Competitive Sealed Bids for:

**ITB# 2023-001.3**  
**Removal & Replacement of Asphalt Parking Lot**  
**Fire Station 91**

## 1. Overview

### 1.1. General Project Description

Montecito Fire Protection District (MFPD) Station 91 has asphalt drives and parking areas that require removal and replacement. In addition to replacing the asphalt in the locations shown on Exhibit C, the MFPD desires to replace asphalt curbs with concrete curbs and gutters.

The MFPD is requesting alternate bids to take advantage of any efficiencies should the Montecito Water Department (MWD) choose to address their adjacent parking lots and drives concurrently, as shown on Exhibit C. The MWD will solicit bids independently through a separate Invitation to Bid which will be posted on the MFPD and the MWD websites and the successful bidder will sign separate contracts with the MFPD and the MWD.

### Invitation to Bid (ITB) Coordinator

All communications concerning this ITB must be submitted via email to the ITB Coordinator identified below. The ITB Coordinator will be the point of contact for this ITB. Emails should also be copied to Anthony Hudley, MFPD Battalion Chief, at [ahudley@montecitofire.com](mailto:ahudley@montecitofire.com).

Dan Underwood  
Underwood Management Resources, Inc.  
[dan@underwoodmgmt.com](mailto:dan@underwoodmgmt.com)  
805-451-6250

## 1.2. Associated Consultants / Team Members

MFPD has hired the following consultants to assist in the design, management, and coordination of this project:

- Construction Management – Underwood Management Resources, Inc (Dan Underwood)

MFPD reserves the right to share with any consultant of its choosing this ITB and all bids received in order to secure a second opinion. MFPD may also invite said consultant to participate in the bid evaluation process.

## 1.3. Bid Preparation Costs

MFPD will not pay any costs associated with the preparation, submittal, or presentation of any bid response.

## 1.4. ITB Amendment and Cancellation

MFPD reserves the unilateral right to amend this ITB in writing at any time. The MFPD also reserves the right to cancel or reissue the ITB at its sole discretion. If an amendment is issued, it will be provided to all registered Bidders.

## 1.5. Intent to Bid

Each Bidder that plans to submit a bid should register by email with the ITB Project Coordinator. The email should indicate the Bidder's intent to respond to this ITB, and include:

- Company name
- Name and title of Bidder main contact
- Bidder main contact address, telephone number, and email address

The "Intent to Bid" email is **highly recommended** to ensure receipt of ITB amendments, responses to bidder questions, and other communications regarding the ITB. The Intent to Bid is not intended to bind Bidders to submitting a bid.

## 1.6. ITB Questions

Specific questions concerning the ITB should be submitted via e-mail to the ITB Coordinator by the date identified in ITB Section 2.2. Copies of all questions and MFPD's responses will be emailed to all registered Bidders.

# 2. ITB Schedule

## 2.1. Site Visit Prior to Bid

Any prospective bidder may request a tour of the property by contacting the ITB Coordinator and requesting a site tour. Prospective bidders shall not enter the site without receiving prior permission.

## 2.2. ITB Schedule

EVENT	DATE / TIME
ITB Issuance	September 15, 2023
Job Walk	10:00am, Sept 22, 2023
Intent to Bid submittal (recommended)	September 29, 2023
Deadline for Bidder questions	September 29, 2023
Deadline for MFPD response to Bidder questions	October 6, 2023
Deadline for bid submittal	9:00am, October 16, 2023
Public bid opening	9:15am, October 16, 2023

Bids will be discussed and awarded at a Montecito Fire Protection District Board of Directors regular public meeting. Regular meetings are held on the fourth Monday of each month.

## 3. Bid Submittal

### 3.1. General Instructions

MFPD discourages lengthy and costly bids. Bids should be prepared simply and economically and provide a straightforward, concise description of the Bidder's company, qualifications, proposed solution, and capabilities to satisfy the requirements of this ITB. Emphasis should be on completeness and clarity of content. Glossy sales and marketing brochures are not necessary or desired.

### 3.2. Bid Package Submittal

Bid packages must be submitted no later than the date and time identified in Section 2.2. Bidders assume the risk of the method of delivery chosen. MFPD assumes no responsibility for delays caused by any delivery service. A Bidder's failure to submit a bid before the deadline may cause the bid to be disqualified and returned to sender unopened. Postmarks will not be accepted as proof of receipt.

Bidders must submit, in a sealed package, two (2) signed copies of the Bid Package and one electronic copy of the Bid Package. The electronic copy can be one single document or the bid and exhibits. Please submit in .pdf format.

The bid package to be marked "Station 91 Parking Lot" and should be mailed, couriered, or hand delivered as follows:

Montecito Fire Protection District  
Attn: Anthony Hudley, Battalion Chief  
595 San Ysidro Road  
Santa Barbara, CA 93108

### 3.3. Bid Package Inclusions

The Bid Package submitted by Bidder shall include the following:

- Preliminary schedule from commencement to completion
- Cost proposal, provided on the Bid Form attached as Exhibit D, including:
  - Cost to remove and replace asphalt and concrete as described in the contract documents based on Area A only.
  - Cost to remove and replace asphalt and concrete as described in the contract documents based on coordination with the MWD to do Area A and Area B concurrently.
  - Contractor's Fee (profit, overhead, and insurance). This percentage will be applicable to the contract scope of work and all change orders, if necessary.
  - Exclusions for any scope of work not included in the bid. Bidders are required to submit a complete bid for the work anticipated in the construction documents, and noted at the job walk, and are expected to resolve any missing or unclear issues during the bid process prior to the Deadline for Bidder Questions as shown in 2.2. If Bidder is unable to resolve any issue, then Bidder shall clearly note any exclusions in the bid.
- Summary of management for the project
- Statement indicating the bid remains valid for at least 120 days
- Statement that the Bidder, or any individual who will perform work for the Bidder, is free of any conflict of interest (e.g., employment by MFPD).
- Confirmation the Bidder understands and is in full compliance with the scope of work and specifications, as outlined in Exhibit A (Scope of Work), Exhibit C (plans), Exhibit D (Bid Form) and Exhibit E (Contract). Any deviation (not recommended) from the scope of work and specifications as described in these exhibits, must be specifically identified in the Bid Package.
- Signature of a company officer empowered to bind the Bidder to the provisions of this ITB and any contract awarded pursuant to it.
- Completed and signed Bidder's Statement of Qualifications, Exhibit B (attached).
- At least five references for similar work done in the last five years.
- Evidence of insurance: General Liability (\$1,000,000/\$2,000,000), Automobile Liability (\$1,000,000), Workers Compensation (\$1,000,000)

### 3.4. Bid Errors

Bidders are liable for all errors or omissions contained in their bids. Bidders will not be allowed to alter bid documents after the deadline for submitting a bid.

### **3.5. Collusion**

By submitting a response to the ITB, each Bidder represents and warrants that it's response is genuine and made in the interest of or on behalf of any person not named therein; that the Bidder has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Bidder has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

### **3.6. Required Review and Waiver of Objections**

Comments concerning ITB objections must be made in writing and received by MFPD no later than the "Deadline for Bidder Questions" detailed in Section 2.2. Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of MFPD, in writing, by the "Deadline for Bidder Questions".

### **3.7. Proprietary Information**

A copy of each bid will be retained for official files and will become public record after the award of a contract unless the bid, or specific parts of the bid, can be shown to be exempt by law (Government code §6276). Each Bidder may clearly label part of a bid as "CONFIDENTIAL" if the Bidder thereby agrees to indemnify and defend MFPD for honoring such a designation. The failure to so label any information that is released by MFPD will constitute a complete waiver of all claims for damages caused by any release of the information.

### **3.8. Prevailing Wage**

Contractors and subcontractors must be registered with the Department of Industrial Relations (DIR) at the time of bid, or else the bid may be rejected as non-responsive. (See Labor Code sections 1725.5 and 1771.1.) Each bidder must submit proof of contractor registration with DIR, e.g. - a hard copy of the relevant page of the DIR's database found at: <https://efiling.dir.ca.gov/PWCR/Search>. This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4.

### **3.9. Licensed Contractors**

Bidders and their proposed subcontractors shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified. The selected Bidder will also be required to ensure that all subcontractors working on the project are holding valid licenses suitable for their trade.

## **4. Evaluation and Award**

### **4.1. Bid Package Evaluation**

The contract will be awarded to the lowest responsible bidder in accordance with the competitive bid procedures set out in the Public Contract Code section 20813. Bids will be evaluated based on the following:

- Bidder understanding of the work required and completeness of the Bid
- Responsiveness of the Bid to the ITB
- Compliance with the scope of work and specifications in Exhibits A, C, D, and E (value engineering recommendations can be provided but will not be evaluated by MFPD and its consultants until the award has been made)
- Project cost as proposed on the Bid Form (Exhibit D)
- Responses in Bidder's Statement of Qualifications (Exhibit B)
- Recent relevant references
- Ability to perform the work and respond to warranty requests

### **4.2. Bid Clarifications**

MFPD reserves the right, at its sole discretion, to request bid clarifications or conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the Bids.

### **4.3. Execution**

If the selected Bidder does not execute a contract with MFPD within thirty (30) business days after notification of selection, MFPD may give notice to that Bidder of their intent to select from the remaining Bidders or to call for new bids, whichever MFPD deems appropriate.

### **4.4. Right of Rejection**

MFPD reserves the right, at its sole discretion, to reject any and all bids or to cancel this ITB in its entirety. Any bid received which does not meet the requirements of this ITB may be considered to be nonresponsive and the bid may be rejected. Bidders must comply with all of the terms of this ITB and all applicable State laws and regulations.

### **4.5. Variances**

MFPD reserves the right, at its sole discretion, to waive technical variances in bids provided such action is in the best interest of MFPD. Where MFPD waives minor variances in bids, such waivers do not modify the ITB requirements or excuse the Bidder from full compliance with the ITB. Notwithstanding any minor variance, the MFPD may hold any Bidder to strict compliance with the ITB.

#### **4.6. Binding Agreement**

All legal rights and obligations between the Apparent Successful Bidder and the Fire District will come into existence if and only if a contract is approved by the MFPD Board and the same is fully executed by the parties. The legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in such fully executed agreement.

### **5. Rights of MFPD**

#### **5.1. MFPD Rights**

MFPD reserves the right to:

- Make the selection based on its sole discretion and that it deems to be in the best interest of MFPD.
- Reject any and all bids
- Select either option proposed, to coordinate efforts with the MWD or proceed independently
- Issue subsequent Requests for Bids
- Postpone opening bids, if necessary, for any reason
- Remedy errors in the ITB process
- Approve or disapprove the use of particular subcontractors
- Negotiate with any, all, or none of the Bidders
- Accept other than the lowest offer
- Waive informalities and irregularities in the bids
- Enter into an agreement with another Bidder in the event the originally selected Bidder defaults or fails to execute an agreement with MFPD

# Exhibit A

## SCOPE OF WORK

### Pre-Construction

- Provide recommendations in order to proactively minimize extra costs and delays and to ensure a final product that performs to industry standards
- Provide a revised construction schedule, in coordination with MFPD and Construction Manager, to provide constant access for ingress and egress for the MFPD emergency equipment
- Meetings with MFPD, Construction Manager, and any other team members in preparation for start of work related to Area A.
- Meetings with Montecito Water District (MWD), Construction Manager, and any other team members to coordinate asphalt and concrete work at Area A for the MFPD and at Area B for the MWD, should both parties choose to coordinate efforts.

### Construction

- Work Scope:
  - Saw cut, remove, and haul to an appropriate dump site all existing pavement as detailed on Exhibit C – Site Map. Assume an average of 3” thickness for existing pavement.
  - Cut/remove any surface roots within 12” of surface.
  - Recompact and fine grade to prep for asphalt. MFPD reserves the right to hire a soils engineer for compaction testing.
  - Replace existing asphalt curb with 3,500 psi concrete curb and gutter using minimum of (2) #4 horizontal rebar.
  - Tack coat (SS-1H or equal) applied at all vertical surfaces of existing pavement
  - Install a total of 4” hot mix asphalt pavement (1/2” HMA fine B mix) in two lifts with tack coat (SS-1H or equal) between the lifts to assure adherence.
  - Restripe parking areas and drives with 1 coat professional grade traffic paint
- Provide administrative coordination of specifications through Submittals, questions related to the work through RFIs, and changes to the cost of construction through Change Orders
- Supervise and coordinate all subcontracted and self-performed work to ensure compliance with specs, codes, industry standards, safety standards, subcontracts, Schedule of Values, and Construction Schedule
- Quality control



- Pay for all costs incurred to fully and properly perform and complete the work as required by the construction documents
- Provide and maintain a construction schedule
- Provide and maintain a Schedule of Values
- Punch list completion

### **Post Construction**

- Owner walk
- Punch list repair
- Provide all warranty information to the MFPD

## Exhibit B

### BIDDER'S STATEMENT OF QUALIFICATIONS

Name of Bidder:

Address of Principal Office:

1. Organization structure: individual , a partnership , a corporation , an LLC or a joint venture  (Check as applicable)

2. Are you registered as a contractor or subcontractor with the California Department of Industrial Relations? \_\_\_\_\_

Registration No.: \_\_\_\_\_ Registration Expiration Date: \_\_\_\_\_

**BIDDER MUST SUBMIT PROOF OF CONTRACTOR REGISTRATION WITH THE DIR IN THE FORM OF A HARD COPY OF THE RELEVANT PAGE OF THE DIR'S DATABASE FOUND AT:**

<https://efiling.dir.ca.gov/PWCR/Search>

3. How many years has your organization been in business as a Contractor under your present business name? \_\_\_\_\_

4. Organization years of experience with work similar to this project? \_\_\_\_\_. Experience with Public Agencies? \_\_\_\_\_

5. On a separate sheet, provide examples of three (3) projects of similar type, size, scope, and complexity. For each Project, briefly describe the following (each project and its description shall not exceed one page):

- A description of project and services provided by your firm
- Location
- Year completed
- Project cost
- Provide reference information, including contact information, for the Project owner, the owner's representative, and the Architect. Briefly describe each reference's role and responsibility and everyday interaction with your project team

6. Provide a statement about your firm and your team relative to the expertise and experience of the construction firm and key personnel that will likely be involved in the project. In addition, it would be helpful to know what tasks each key personnel will be responsible for as the project progresses.

7. Provide a description of the firm's past experience with, and protocols for, pre-construction plan review and value engineering.

8. Have you, your organization, or any officer or partner thereof, not completed a contract for any reason, including instances when your organization did not complete a contract due to termination or dispute between the parties? \_\_\_\_\_

If yes, please provide details (use additional sheets if necessary).

9. Is your organization involved in any dispute resolution processes, including claims or litigation pending against your organization or initiated by your organization? \_\_\_\_\_

If yes, please provide details (use additional sheets if necessary).

10. Has your organization been involved in any bankruptcy or insolvency proceedings in the last ten years? \_\_\_\_\_

If yes, please provide details (use additional sheets if necessary).

The undersigned bidder represents and warrants that the foregoing information is true and accurate.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Title

# EXHIBIT C

## Site Map



- Area A - Montecito Fire Protection District
- Area B - Montecito Water District
- Concrete curb replacement

# Exhibit D

## BID FORM - 595 San Ysidro Rd

Station 91 - Parking Lot

DIVISION / DESCRIPTION	COST FOR AREA A		COMMENTS
	Area A Only	Concurrent	
Remove and replace asphalt in Area A			Shown in red on Site Map
Remove and replace asphalt in Area A if done concurrently with Area B			Shown in red on Site Map (Area B for MWD shown in blue)
Replace asphalt curb with concrete curb - Area A concrete curb - Area B no concrete curb			Shown in green on Site Map
<b>Subtotals</b>	<b>0.00</b>	<b>0.00</b>	
<b>Contractor Fee and Ins</b>	<b>0.00</b>	<b>0.00</b>	Overhead, Profit, and Insurance
<b>Totals</b>	<b>0.00</b>	<b>0.00</b>	

Bidder is required to include costs for all work identified or reasonably inferred in the bid form above. Should bidder require additional line items to provide a cost for the work, Bidder shall add the needed line items and descriptions.

# EXHIBIT E

## MONTECITO FIRE PROTECTION DISTRICT CONSTRUCTION CONTRACT

Date of contract:  
Contract No:  
Name of Contractor:  
Address:

Project description:

This Construction Contract ("Contract") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, by and between the Montecito Fire Protection District, a Fire Protection District ("District") and the above-named contractor ("Contractor"), for the construction of the project described herein.

NOW, THEREFORE, the Parties hereto agree as follows:

### 1. Type of Contract

This Contract is a firm-fixed price contract.

### 2. Contract Price

Contractor shall perform the work described in this Contract and the other Contract Documents, as described below (the "Work"), and the District shall pay the Contractor, in full payment for said Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs the sum of: \$\_\_\_\_\_.

### 3. Payment Schedule

All payments required to be made under the terms of this Contract shall be made as set forth in the contract documents attached hereto.

### 4. Scope of Services

The Contractor shall perform all the Work within the time stipulated in the Contract Documents, and shall provide all labor, materials, tools, equipment, apparatus, and facilities necessary to, and shall perform and complete in a good, safe and workmanlike manner, the Work set forth in the Contract Documents with regard to the project ("Project"). Should the scope of services be modified or changes made by the District, the Contractor shall provide a change order to the District identifying costs or credits as appropriate, including profit and overhead per the percentage identified in the "Contract Documents", with all related back up to support the change order amount.

## 5. Contract Documents

The full contract between the parties is set forth in the "Contract Documents," which consist of this Contract and the other documents identified in this Article 5 below. Together, these form the entire Contract between Owner and Contractor, and by this reference these Contract Documents are fully incorporated herein. Any previously existing contract or understanding concerning the Work contemplated by the Contract Documents is hereby revoked.

The complete Contract consists of all the following (collectively, the "Contract Documents"), which are specifically incorporated herein by reference:

- a. This Contract.
- b. Invitation to Bid.
- c. Contractor's Response to Invitation to Bid.
- d. Specifications.
- e. Plans.
- f. All applicable wage determinations, safety and health regulations, non-discrimination provisions, labor standards, and requirements.

In the event of any perceived conflict or inconsistency, the Contract Documents shall be interpreted in the order of priority set forth herein.

## 6. Indemnity

Contractor agrees to indemnify, hold harmless and defend District and every officer, employee, representative or agent of District, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Contract performed by Contractor or its agents, employees, subcontractors and other persons acting on Contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Contractor or its agents, subcontractors and other persons acting on Contractor's behalf would be held strictly liable.

## 7. Insurance

a. Before beginning the performance of the work, Contractor shall purchase and maintain insurance to protect Contractor and District from claims: (i) arising from Contractor's operations under the contract by the Contractor, a subcontractor or anyone employed by them, or anyone for whose acts any of them may be liable; (ii) under workers' compensation, disability benefits and other similar benefit acts; (iii) for damages because of bodily injury, occupational sickness, or disease, or death of the Contractor's employees, or persons other than the Contractor's employees; (iv) for

damages insured by usual personal injury liability coverage sustained by a person as a result of an offence related to employment of such person by the Contractor, or other persons; (v) for damages, other than the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (vi) for damages because of bodily injury, death of a person or property damage arising from ownership, maintenance or use of a motor vehicle; (vii) involving contractual liability insurance applicable to the Contractor's obligations; and (viii) for damage to work in progress.

(b) The insurance required shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever is greater. The insurance shall be purchased from companies authorized to do business in the jurisdiction where the project is located. Coverages shall be written on an occurrence basis without interruption from the date of commencement of the work until date of final payment or until termination of coverage required to be maintained after final payment. District, its officers, agents and employees shall be named as additional insured.

(c) Certificates of insurance executed by the carrier(s) and acceptable to District and copies of the policy shall be filed with District prior to the commencement of the work. The Certificates and the insurance policies shall provide the policies will not be canceled or allowed to expire until at least thirty days prior written notice has been given to District. If the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

(d) Contractor shall require each subcontractor to maintain policies of insurance covering the hazardous, and under the conditions, mentioned above and having District, its officers, agents, volunteers and employees as additional insurers. Copies of the subcontractor's certificates of insurance and policies shall be filed with District.

## 8. Time for Performance

The time limit for the completion of the Work is set forth in the Contract Documents and shall begin upon District issuing a notice to proceed ("Notice to Proceed"), subject to extension as provided in the General Conditions.

Contractor will not perform any Work until the District issues the Notice to Proceed. Work will be completed within the time limit specified above and in the Notice to Proceed.

## 9. Compliance with Laws.

Contractor shall comply with all laws relating to the Work.



10. Headings and Titles

All headings and titles set forth in this Contract are intended for convenience only, and are not intended, and shall not be construed, to enlarge, restrict, limit or affect in any way the construction, meaning, or application of the provisions thereunder, or under any other heading or title.

11. Severability

The invalidity of any provision of this Contract shall not affect the validity of any other provision, and all other provisions shall remain in full force and effect.

12. Acknowledgement

The Contractor by signing hereunder acknowledges that it has reviewed all of the Contract Documents described herein and agrees with the requirements, conditions and covenants contained therein.

**MONTECITO FIRE PROTECTION DISTRICT**

\_\_\_\_\_

\_\_\_\_\_  
David Neels, Fire Chief

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