

# **Tuolumne County Transit Agency**

## Invitation for Bid



**TUOLUMNE COUNTY TRANSIT**

## **Polished Floor- Tuolumne Transit Center**

*Bid Submission Deadline: July 27, 2017*

Tuolumne County Transit Agency  
2 South Green Street (mailing)  
48 West Yaney Avenue (physical)  
Sonora, CA 95370

Date: July 6, 2017

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## **Invitation For Bids Polished Floors- Tuolumne Transit Center**

### **NOTICE**

The Tuolumne County Transit Agency (TCTA) desires to polish its concrete floors at its Transit Center, which is currently under construction. The construction schedule is currently anticipated to be completed August 21, 2017. The floor area to be polished is roughly 1000 square feet. The facility is located at 12879 Justice Center Drive, Sonora, California.

This is a project where prevailing wage will apply.

### **Background**

Tuolumne County is located in the center of the Mother Lode area along the western slope of the Sierra Nevada mountain range. The County is bordered on the north by Calaveras County, on the south by Mariposa County, on the west by Stanislaus County and on the east by Alpine and Mono Counties. Sonora is the only incorporated city in Tuolumne County and is also the County Seat.

### Fixed Route Services

The Tuolumne County Transit Fixed Route operates Monday through Friday from approximately 6:00 a.m. to 8:00 p.m. This system connects residents of Sonora, Jamestown, Columbia, Tuolumne, Twain Harte, Mi-Wuk Village, Sierra Village and the Phoenix Lake/Crystal Falls areas with adjoining communities, shopping areas, medical facilities, places of interest and the community college. The service connects with Calaveras Transit at Columbia College to provide an inter-regional connection.

### Transit Service Funding

Tuolumne County Transit is funded primarily by California Transportation Development Act (TDA) funds, Federal Transit Administration Section 5311 operating assistance grant funds, and farebox revenue. The TDA funds are provided by the State to the Regional Transportation Planning Agency, the Tuolumne County Transportation Council (TCTC) in Tuolumne County, who then allocates the funds to the claimants. Both the County of Tuolumne and City of Sonora contribute funds to provide public transportation services in the Tuolumne County Region. The Transit System has also received FTA Section 5310, Congestion Mitigation and Air Quality (CMAQ) and PTMISEA Transit Bond funding for various capital and safety improvements, including the current project.

### Wage Rates

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the County in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Tuolumne County Transit Agency and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>.

## DIR Registration and Notice

To be qualified to bid on, be listed in a bid proposal or engage in the performance of any public work contract subject to Labor Code section 1720, contractors and subcontractors must be registered with the Department of Industrial Relations. Please see <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information. No contract will be entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the project.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

The TCTA is required to provide notice to DIR of any public work contract subject to prevailing wages within five (5) days of the award.



Transit Center building located at 12879 Justice Center Drive, Sonora CA

## BID INSTRUCTIONS

### **Bid Submission & Deadline**

The Bid submittal date is Thursday, July 27, 2017 at or before 3pm.

All bids and accompanying materials shall become the property of the Tuolumne County Transit Agency upon submittal.

Bidders must submit one (1) original cost proposal and one (1) electronic copy of cost proposal. The cost proposal shall be sealed in an envelope, marked "Bid Proposal for Polished Floors—Tuolumne Transit Center."

Mailing:  
2 S. Green St  
Sonora, CA 95370

Physical:  
48 W. Yaney Ave, 3<sup>rd</sup> Floor  
Sonora, CA 95370

Bids should be addressed to Tyler Summersett, at the above address, if delivered by mail or courier, and must be received and date stamped no later than 3:00 p.m. on the due date identified on the Project Schedule, below. The TCTA has no authority to accept bids submitted after the date and time, and will return unopened any proposals which are received late.

**Project Schedule**

- |  |                            |
|--|----------------------------|
| 1. <i>Invitation For Bids Issued</i>                       | <i>July 6, 2017</i>        |
| 2. <i>Last Day for Written Questions</i>                   | <i>July 14, 2017</i>       |
| 3. <i>Written Responses to Questions posted on website</i> | <i>July 17, 2017</i>       |
| 4. <i>Bids due</i>   | <i>July 27, 2017 (3pm)</i> |
| 5. <i>Contract approved</i>                                | <i>August 9, 2017</i>      |

**Polished Floor Detail**

A. Summary

1. This bid request specifies a ground and polished concrete surface finishing for an existing concrete slab on grade in Transit Center building pictured earlier.
2. Provide polished flooring that has been selected, manufactured and installed to achieve the following:
  - a. Abrasion Resistance: ASTM C779, Method A, high resistance, no more than .008 inch (0.20 mm) wear in 30 minutes.
  - b. Reflectivity: Increase of no less than 20% as determined by standard gloss meter.
  - c. Waterproof properties: Rilem Test Method 11.4, 70% or greater reduction in absorption.
  - d. High Traction Rating: NFSI 101-A, non-slip properties

B. Action Submittals

1. Shop Drawings: Indicate information on shop drawings as follows:
  - a. Typical layout including dimensions and floor grinding schedule
  - b. Plan view of floor and joint pattern layout
  - c. Hardener, Sealer, Densifier

2. Product Data: Submit product data, including manufacturer's product sheet, for specified products.
  - a. Material Safety Data Sheets (MSDS)
  - b. Preparation and concrete grinding procedures

#### C. Quality Assurance

1. Certificates:
  - a. Product certificates signed by manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements.
  - b. Letter of certification from the National Floor Safety Institute (NFSI) confirming the system has been tested and passed phase Two Level of certification when tested by Method 101-A.
  - c. Current contractor's certificate signed by manufacturer declaring contractor as an approved installer of polishing system.
2. Qualifications:
  - a. Installer experienced in performing work of this type who has specialized in installation of work similar to that required for this project with a minimum of three (3) years of documented experience.
  - b. Installer trained and holding current certifications for each type of product being installed.
  - c. Submit documentation on a minimum of three (3) verifiable projects in which precision flattening/deep milling was used to expose aggregate in a uniform pattern, ultra-flatness and overall appearance.
3. Mock-Up:
  - a. Mock up 20 S.F. area in non-air-conditioned space to demonstrate final floor finish. Allow 24 hours for inspection of mock-up before proceeding with work.
4. Verification of Conditions:
  1. Verify that concrete substrate conditions, which were previously installed under separate contract are acceptable for product installation.

#### D. Closeout Submittals

1. Warranty: Submit warranty documents for product/s.
2. Operation and Maintenance Data: Submit operation and maintenance data for installed products in accordance with manufacturers specifications; include:

- a. Manufacturer's instructions on maintenance renewal of applied treatments
- b. Protocols and product specifications for joint filing, crack repair and/or surface repair.

### Work to be Performed

#### **PREPARATION**

- A. Ensure surfaces are clean and free of dirt and other foreign matter harmful to performance of concrete finishing materials.
- B. Examine surface to determine soundness of concrete for polishing
- C. Remove surface contamination
- D. Fill all voids in existing concrete slab. Clean out expansion joints and re-fill with sealant. Grind down all expansion joints so they are level with the finish floor.

#### **GENERAL REQUIREMENTS FOR INSTALLATION**

- A. All initial flattening, deep milling and grinding through the 100/120 grit level shall be done fully wetted, slurry type grinding. Slurry shall be promptly vacuumed up so as to not leak under walls or soak up into wall coverings. Slurry shall be disposed of off-site.
- B. Walls shall be protected against splashing by attaching 24-inch wide plastic film or other suitable protective material to the walls and sealing of all vertical joints or overlapping sufficiently to prevent entry of material.
- C. Before proceeding to the next finer grinding/polishing step, the preceding scratch pattern must be completely removed. Care should be taken, to properly clean the floor before each new grinding/polishing step. This is especially to be observed starting with the dry polishing steps.
- D. All edges shall be ground and polished to the same degree as the "field" up to and including 400 grit. Edges shall be ground to a flush condition to the face of the wall so that a ridge is not created which could interfere with the installation or replacement of baseboards.
- E. Dry grinding starting with 200 grit level shall be done in conjunction with a dust collector of suitable size and power to adequately eliminate air borne dust and to keep the floor adequately clean.

#### **REPAIR OF CONCRETE CRACKS**

- A. Contractor shall remove and replace any and all inferior patches in the concrete.
- B. Contractor shall repair and fill any and all holes, joints, fractures or delaminated toppings
- C. All fractured edges shall be cleaned with a needle scaler.

#### **FINAL CLEANING**

- A. Mechanically scrub treated floors with soft to medium pads with approved cleaning solution.
- B. Upon completion, Contractor must remove surplus and excess materials, rubbish, tools and equipment.

## **POLISH**

- A. TCTA desires Class C- Medium Aggregate Grinding (Remove approximately 1/16<sup>th</sup> to 1/8<sup>th</sup> inch of concrete to expose a mid-range of aggregates)
- B. TCTA desires bids to provide costs for both options below:
  - 1. Level 2 (Medium Gloss)- Moderate gloss finish, polished up to and including 800 grit resin diamonds, a gloss reading of 20-30.
  - 2. Level 3 (High Gloss)- High gloss/Mirror finish, polished up to and including 1,500 grit

## **BID**

All bids must be signed with the firm name and by an authorized representative of the firm. Bids must be received by the identified day and time to be considered responsive.

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which furnished to Tuolumne County Transit Agency, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

## **Evaluation of Bids**

The award of the purchase order, if it is to be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed. Such award, if made, will be made within sixty (60) days after the opening of the bids, unless an extension is agreed to by the lowest responsible bidder. The award of the purchase order will be subject to the availability of funds. The TCTA reserves the right to reject any or all bids and to waive any irregularities in the bidding.

Contractors may not withdraw their bids for a period of sixty (60) days after the date on which the bids are due. The selected Contractor shall be required to adhere to the TCTA General Terms and Conditions, which are attached to this IFB.

## **Communications**

As it is the TCTA's intent to provide the same information to all bidders, questions will not be answered individually by telephone or email. Any oral responses to questions are not binding on the TCTA. The TCTA will post the questions received, along with written responses, to the Tuolumne County Transit Agency website, [www.tuolumnecountytransportationcouncil.org](http://www.tuolumnecountytransportationcouncil.org). **It is the responsibility of the bidders to check the TCTA website to review the questions and responses.** The TCTA will not respond to any questions submitted after July 14, 2017. Any communications related to this Invitation For Bids should be directed in writing to:

Tyler Summersett, Sr. Transportation Planner  
Tuolumne County Transit Agency  
2 South Green Street  
Sonora, CA 95370  
[tsummersett@co.tuolumne.ca.us](mailto:tsummersett@co.tuolumne.ca.us)



## **Single Bid Response**

If only one bid is received in response to this Invitation For Bids, a cost/price analysis and evaluation and or audit may be performed on the cost proposal in order to determine if the price is fair and reasonable.

## **Invoicing and Payment**

Unless otherwise provided for in this Invitation For Bids, payment for all equipment, supplies, and/or services required herein shall be made once delivery, inspection and acceptance has occurred. Tuolumne County Transit Agency shall not make any advance deposits.

## **Addenda**

Any changes to this Invitation For Bids will be made by written addendum. Upon issuance, such addenda shall be incorporated in this Invitation For Bids, and shall prevail over inconsistent provisions of earlier issued documentation. Addenda will be posted on the TCTA website, [www.tuolumnecountytransportationcouncil.org](http://www.tuolumnecountytransportationcouncil.org). *It is the responsibility of the proposers to check the TCTA website for any addenda.*

## **Policy**

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended accordingly.

## **No Bid Selection**

This Invitation for Bids does not obligate Tuolumne County Transit Agency to award a purchase order for concrete floor polishing for the Transit Center. All costs incurred in the preparation of a bid are the responsibility of each bidder and will not be reimbursed by the TCTA.

## **STANDARD SOLICITATION PROVISIONS**

1. If TCTA decides to award, this Invitation For Bids shall result in a firm, fixed price contract to purchase.
2. TCTA reserves the right to reject any and all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
3. All bids/quotes/proposals must be signed with the firm name and by an authorized representative of the firm. Obligations assumed by such signature must be fulfilled.
4. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids must be received at the designated office by that time.

Attachments:

TCTA General Terms and Conditions  
Floor Plan, Transit Facility

# TUOLUMNE COUNTY TRANSIT AGENCY

## GENERAL TERMS AND CONDITIONS

### SCOPE OF SERVICES

Contractor shall perform the services as described in "Invitation for Bid, Polish Floors for Tuolumne Transit Center", which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work. In the event of a conflict between this Purchase Order and the Scope of Work, the terms of this Purchase Order shall control.

### INDEMNIFICATION

Contractor shall indemnify, defend, save, protect and hold harmless TCTA, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "TCTA") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse TCTA for any expenditures, including reasonable attorneys' fees, TCTA may make by reason of such matters and, if requested by TCTA, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this Section shall exist regardless of concurrent negligence or willful misconduct on the part of TCTA or any other person; provided, however, that Contractor shall not be required to indemnify TCTA for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of TCTA.

If such indemnification becomes necessary, the TCTA Counsel shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend TCTA. This indemnification clause shall survive the termination or expiration of this Purchase Order.

### INSURANCE

Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of this Purchase Order, the following insurance policies with insurers licensed in the State of California and possessing a Best's rating of no less than A:VII. Contractor shall provide notice to the TCTA by certified mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:

- a. **Workers' Compensation Coverage:** Workers' Compensation Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California for all of the subcontractor's employees.
- b. **General Liability Coverage:** Commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury and \$100,000 per occurrence for property damage.
- c. **Automobile Liability Coverage:** Automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Purchase Order, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) for each occurrence of bodily injury and \$100,000 per occurrence for property damage.

e. **General Requirement:** If a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Purchase Order or the general aggregate limit shall be at least twice the required occurrence limit.

f. **Policy Endorsements:** Each insurance policy, except Workers' Compensation, shall be endorsed with the following specific language:

- 1) The Tuolumne County Transit Agency, its elected and appointed officials, officers, employees, agents and volunteers ("Additional Insured") are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.
- 2) This policy shall be considered primary insurance as respects the Additional Insured (to the extent of the Contractor's negligence in the performance of its services under this Purchase Order), and shall include no special limitations to coverage provided to additional insured. Any insurance maintained by the TCTA, including any self-insured retention the TCTA may have, shall be considered excess insurance only and shall not contribute with it.
- 3) This insurance shall act for each insured and Additional Insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 4) The insurer waives all rights of subrogation against the Additional Insured.
- 5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured.

g. **Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the TCTA. At the TCTA's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

h. **Evidence of Insurance and Endorsements:** Contractor shall provide evidence of required insurance with original endorsements to TCTA as may be required by the Executive Director. Evidence of such insurance shall be filed with the TCTA on or before commencement of performance of this Purchase Order. Current proof of insurance shall be kept on file with the TCTA at all times during the term of this Purchase Order.

i. **Unsatisfactory Policies:** If at any time any of the said policies or endorsements shall be reasonably unsatisfactory to the TCTA Executive Director, as to form or substance, or if a company issuing such policy shall be reasonably unsatisfactory to the TCTA Executive Director, the Contractor shall promptly obtain a new policy, submit the same to the TCTA Executive Director for approval and submit a certificate thereof as herein provided.

j. **Failure to Comply:** Upon failure of the Contractor to furnish, deliver or maintain such insurance and evidence of the same as above provided, this Purchase Order, at the election of the TCTA, may be forthwith declared suspended, or terminated. Failure of the Contractor to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under this Purchase Order.

#### **COMPLIANCE WITH LAWS**

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Purchase Order. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination

based upon a person's race, color, religious creed, ancestry, national origin, age, sex, marital status, sexual orientation, medical condition or disability, or usage of family medical care leave or pregnancy leave, as prohibited by state or federal law.

#### **LICENSES**

Contractor represents and warrants to the TCTA that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to the TCTA that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Purchase Order, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.

#### **PREVAILING WAGE**

If applicable, Contractor shall comply with state prevailing wage law, Labor Code section 1720 et seq. and 8 CCR section 16000 et seq., for any "public work" (as that term is defined in the statutes) performed pursuant to this Purchase Order. For purpose of compliance with prevailing wage law, the Contractor shall comply with provisions applicable to an awarding body. Compliance with state prevailing wage law includes without limitation: registration with the Department of Industrial Relations, payment of at least prevailing wage as applicable; overtime and working hour requirements; apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### **INSPECTION AND ACCEPTANCE**

TCTA shall have free access to the Work for inspection purposes. TCTA's inspection or initial acceptance for receipting purposes of the Work shall not relieve Contractor of its obligation to comply with the terms of the Purchase Order. TCTA may reject nonconforming Work at any time and Contractor shall correct such nonconformity at Contractor's expense. Any part of the Work not rejected by TCTA following final inspection shall be deemed accepted and completed in accordance with the Purchase Order requirements. Title to the Work shall pass to TCTA upon completion and final acceptance.

#### **OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Unless otherwise provided in the Scope of Work attached hereto, the Contractor shall provide, at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Contractor to provide the services under the Purchase Order.

#### **TERMINATION**

The TCTA may terminate this Purchase Order upon thirty (30) days' prior written notice to the Contractor. Termination of this Purchase Order shall not affect the TCTA's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor, subject to any applicable setoffs.