

BIG BEAR AIRPORT DISTRICT
NOTICE INVITING SEALED BID PROPOSALS
For
BIG BEAR AIRPORT FENCE AND GATE IMPROVEMENTS

PUBLIC NOTICE HEREBY IS GIVEN that the Big Bear Airport District (“District”) invites sealed bids for the above referenced project and will receive such bids at Big Bear City Airport, up to the hour of **August 29, 2018 at 5:00 PM** after which time they will be publicly opened and read aloud.

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required by the Specifications and Contract documents for the following project:

1. Furnish and erect approximately 2,160 linear feet of new, 6-foot tall chain-link fence, with barbed wire affixed along the top, conforming to the specifications listed below.
2. Furnish and erect three new, operable, cantilever gates. Gates are to be manually operated, with openings 20 feet wide, conforming to the specifications listed below.
3. Furnish and erect three drainage ditch crossings. See attached details (F) (G).

The work to be done shall include furnishing all materials, equipment, tools, labor, and incidentals required to complete this project.

Please provide quotes for item 1, item 2, separately.

Printed copies of said Specifications and Contract documents are available from the District website and may be downloaded without charge.

This contract generally will be for a one-time project to be completed immediately, starting on or about September 17, 2018 and ending on or about October 1, 2018.

Requests for clarifications, questions and comments must be clearly labeled, “Written Questions for Fence Bid and addressed Ryan Goss, Interim General Manager, rgoss@flybigbear.com; (909) 585-3219. The District is not responsible for failure to respond to a request that has not been so labeled. **All questions must be put in writing and be received by the District no later than 5:00 PM on August 22, 2018.** Answers to questions will be provided to all those requesting the bid packet. Addenda will be posted on the website if necessary.

The alternate contact is Diane Cartwright, Clerk, dcartwright@flybigbear.com; (909) 585-3219.

Elective Job Walk:

A job walk will be held Wednesday, August 22, 2018, at 10:00 AM. The initial meeting place will be the Terminal Building of Big Bear Airport located at 501 Valley Blvd., Big Bear City, CA. Participation is not mandatory. Notify the primary and alternate contacts listed at the beginning of this document if you plan to attend.

Bids must be prepared on the approved proposal forms in conformance with the instructions to bidders and submitted in a sealed envelope plainly marked on the outside "SEALED BID: Big Bear Airport District DO NOT OPEN WITH REGULAR MAIL." Each sealed envelope shall be addressed to Ryan Goss, Interim General Manager, Big Bear Airport District, P.O. Box 755, 501 Valley Blvd., Big Bear City, 92314.

Mandatory Registration: No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)).

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Payroll Records: The Contractor must comply with the provisions of all Labor Code Sections regarding payroll records (including but not limited to Section 1771.4 and 1776), which include forms, retention, and provisions electronically, and new provisions for response to Public Records requests.

Job Site Notices: The prime contractor will be required to post job site notices prescribed by regulation, related to wages, hours, and working conditions and any other postings required for specific workplace.

The prime contractor must provide a list of subcontractors with his bid.

PREVAILING WAGES - Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of San Bernardino in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at www.dir.ca.gov. Future effective prevailing wage rates that have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. The Contractor must show the ability to keep appropriate certified payroll records.

As provided for in Section 22300 of the California Public Contract Code, the contractor may substitute securities for any monies withheld by the City to ensure performance under the contract.

The City reserves the right to reject any and all bid proposals and to waive any technical irregularities, to accept any bid or portion thereof, and to take all bids under advisement for a period of sixty (60) calendar days.

At the time of the bid, the prime contractor and all subcontractors shall possess and maintain throughout the term of the agreement a valid C-13 and **must be registered with the California Department of Industrial Relations.**

A bidders' bond as well as labor and materials and faithful performance bonds will be required.

PLEASE BE SURE TO COMPLETE ALL REQUIRED DISTRICT FORMS CONTAINED IN THE PACKET. INCOMPLETE FORMS MAY LEAD TO DISQUALIFICATION OF BIDDER.

BID TERMS AND CONDITIONS/INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

REQUIREMENT TO MEET ALL BID PROVISIONS

Each bidder shall meet all of the specifications, bid terms, and conditions. Non-substantial deviations may be considered provided that the bidder submits a full description of, explanation of, and justification for the proposed deviations. The District will make a final determination of any proposed deviation.

BID RETENTION AND AWARD OF CONTRACT

District reserves the right to retain all bids for a period of sixty (60) days for examination and comparison. District also reserves the right to waive technical or non-substantial irregularities in any bid, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make an award to the lowest responsible, responsive bidder as the interest of the District may require.

INSPECTION OF SITES

Bidders must examine all sites and become acquainted with all conditions affecting the work. In submitting a bid, the bidder warrants that it has made such site examinations, as they deem necessary to determine the condition of the sites, accessibility to materials, workmen and equipment, and to determine the bidder's ability to protect existing surface and subsurface improvements. No claim for allowances – time or money – will be allowed to such matters.

BID WITHDRAWAL, LATE SUBMISSIONS, PUBLIC BID OPENING

A bidder may withdraw a proposal, without prejudice, prior to the time specified for the bid opening, by submitting a written request to the District Interim General Manager for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any other place other than the place stated in the "Notice Inviting Bids" will be considered. All bids will be opened and declared publicly. Bidders, or their representatives, are invited to be present at the opening of the bids.

SUBMISSION OF ONE BID ONLY

No individual or business entity of any kind shall be allowed to make, file, or be interested in more than one bid, except an alternative bid when specifically requested. However, an individual or business entity which has submitted a sub-proposal to a bidder submitting a proposal, or has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.

NON-COLLUSION AFFIDAVIT

Bidder declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent or employee of the District is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud. The Affidavit of Non-Collusion shall be executed and submitted with the bid.

CONTRACT DOCUMENTS IDENTIFIED

The complete Contract Documents are identified in the Agreement. Bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that they should not merely examine the plans, specifications or attachments in making their bid.

COMMUNICATIONS REGARDING BID

All timely requests for information submitted in writing (including email) will receive a written response from the District. Telephone communications with District staff are not encouraged, but will be permitted; however, any such oral communication shall not be binding on the District.

INTERPRETATION OF DOCUMENTS

Discrepancies, omissions, ambiguities and requirements likely to cause disputes between trades and similar matters shall be promptly brought to the attention of the District Manager in writing. When appropriate, written Addenda may be issued by the District. No communication by anyone as to such matters except by Addenda affects the meaning or requirements of the Contract Documents.

ADDENDA

District reserves the right to issue written Addenda to the Contract Documents at any time prior to the time set to open bids. Each potential bidder shall leave with District its name, address, phone number and email address for the purpose of receiving Addenda. District will cause copies of Addenda to be mailed, delivered or e-mailed to such names at such addresses. To be considered, a Contractor's Proposal must list and take into account all issued Addenda. Bids, to be acceptable, must acknowledge receipt of all Addenda.

The evaluation of bids and award of contract shall be based solely on the final decision of the District.

EXTRA WORK AND EMERGENCY WORK

During the course of the contract period, additional services, labor and materials beyond those specified in the contract may be required and performed on a time-and-material basis.

Contractor may notify District of the need for Extra Work and/or District may request Extra Work. District will issue a Work Request form upon which Contractor will provide

estimated labor, material and/or unit price costs. Contractor must have a signed work order from the District designated representative before beginning Extra Work.

Contractor shall provide twenty-four (24) hour emergency service, with prompt correction or mitigation of emergency damage, when notified of an occurrence. An emergency that is causing a hazard to the public or property must be responded to within two (2) hours. Failure to do so may result in monetary deductions from the monthly billing. Response to emergency service shall be paid at the contract rate for additional work. Work should be limited to the level required to mitigate an emergency and future repairs shall be completed during normal working hours.

Extra Work will be a separate item from normal contractual duties. Contractor is expected to complete the contractual duties as specified on schedule and extra work shall not interfere with or delay those duties.

Extra Work that has been approved by the District designated representative shall be billed on a separate invoice in duplicate and is not to be included on the invoice with the monthly payment. The invoice for extra work shall show the exact location of the work, include the name and address of the site. The invoice shall list the materials used with their unit price and total cost; the amount of time to complete the job; the cost of labor as recorded in the Line-Item Price Sheet for Extra Work Categories in the contract.

COMPARISON OF BID PROPOSALS

After the bid proposals for the contemplated work have been opened and read as provided here, the respective totals thereof, will be verified and compared; and the results will thereupon be made public.

AWARD OF CONTRACT

The award of the contract, if any, will be made to the lowest responsive and responsible bidder whose bid proposal complies with all the prescribed requirements, but until an award is made the right will be reserved to reject any or all bid proposals, or to waive technical errors or discrepancies, or to take any other actions allowed by law, if to do so is deemed to best serve the interests of the District . In no event will an award be made until all necessary investigations are made as to the responsibility qualifications and responsiveness of the bidder to whom it is proposed to make such award.

BID PROPOSAL GUARANTY

Each bid proposal submitted must be accompanied either by cash, or by a certified or cashier's check, or a surety bond, payable to the District in an amount equivalent to at least ten percent (10%) of the total aggregate bid price of such bid proposal, or in such additional amount as may be otherwise provided by law, as a guarantee that the bidder, if his bid proposal be accepted, will promptly execute the contract, secure payment of Worker's Compensation Insurance, furnish a satisfactory Faithful Performance Bond in the amount of one hundred percent (100%) of the total annual bid price, and a Labor and Material Bond in the amount of one hundred percent (100%) of the total annual bid price.

No bid proposal will be accepted unless such cash, check or surety bond is enclosed therewith. The bidder must duly execute the Bid Proposal bond and a financially sound surety company authorized to transact business in this state as a "California admitted insurer." Each bidder shall identify the surety company that will furnish payment/performance bonds if awarded the contract.

Should any bidder to whom an award is made fail to properly enter into and execute the awarded contract, the cash, check or bond submitted with his bid proposal shall be forfeited to, and become the property of the District; whereupon the District shall have the right to collect the amount thereof by any appropriate means.

Following the award of the contract the bid proposal guarantees will be returned to the respective bidders by whom they were submitted, except as otherwise provided.

No bidder may withdraw his Bid Proposal for a period of sixty days after the date of the bid proposal opening.

DISQUALIFICATION OF BIDDERS

The successful bid must be responsive and responsible. Bid proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, erasures or irregularities of any kind, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A bid proposal on which the signature of the bidder has been omitted may, at the discretion of the District be rejected.

The District reserves the right to find a Bid Proposal of a bidder who has been delinquent, is in current litigation with the District or has been within the preceding twelve (12) months, or was unfaithful in any former contract with the District, non-responsible.

COMPETENCY OF BIDDERS

Bidders must be thoroughly competent, and capable of satisfactorily performing the work covered by the bid proposal. When requested, a bidder shall furnish such statements relative to previous experience on similar work, the plan of procedure proposed, and the organization, machinery, plant and other equipment available for the contemplated work, and the financial condition and resources of the bidder, as may be deemed necessary by the District in determining such competence and capability.

LICENSES, REGISTRATIONS AND CERTIFICATES REQUIRED

At the time of the bid submittal, the bidder must have current licenses and certifications as listed below plus any others determined to be applicable. This includes a joint venture formed to submit a bid.

- State Contractor's License C 13
- DIR registration for contractor and all subcontractors

BBAD FENCE BID

SIGNATURE

The bid proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid proposal on behalf of the bidder.

ALTERING BID PROPOSALS

Changes in, or additions to, the bid proposal form, recapitulations of the work bid upon, alternative bid proposals or any other modifications of the bid proposal form which is not specifically called for in the contract documents may result in the District 's rejection of the bid proposal as not being responsive to the invitation to bid. No oral or telephonic modification of any bid proposal submitted will be considered, a facsimile transmittal of modification is acceptable when a facsimile confirmation sheet is attached and evidences that a confirmation of the facsimile duly signed by the bidder was transmitted prior to the opening of bid proposals. The bid proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid proposal.

INSURANCE

The bidder shall not commence work under this contract until it has secured all insurance and bonds required nor shall it allow any subcontractor to commence work on this contract until all similar insurance and bonds required of the subcontractor have been obtained. All insurance issued in compliance with this section shall be issued in the form, and be an insurer or insurers, satisfactory to and first approved by the District in writing.

Without limiting Contractor's indemnification of District, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to District.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a \$2,000,000 completed operations aggregate.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than \$4,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insured under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees,

Contractor shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District and their officers, officials, agents, employees and authorized volunteers.

Other provisions or requirements

Proof of insurance. Contractor shall provide certificates of insurance to District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by District's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with District at all times during the term of this contract. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. District and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

District 's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the District to inform Contractor of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that District and their officers, officials, employees, agents and authorized volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

District 's right to revise requirements. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the District and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by District. District reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by District.

Timely notice of claims. Contractor shall give District prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Contractor agrees to provide immediate notice to District of any claim or loss against contractor that includes District as a defendant. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District. In the event of any loss that is not insured due to the failure of to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to the District, or the District 's employees as a result of such failure.

Contractor agrees not to attempt to avoid its defense and indemnity obligations to District and its employees, agents, officials and servants by using as a defense contractor's statutory immunity under workers' compensation and similar statutes.

Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which contractor conducts operations of any type on behalf of District. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of contractor.

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross-liability exclusions that preclude coverage for suits between contractor and District or between District and any party associated with District or its employees.

For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement

Contractor agrees that upon request, all agreements with subcontractors or others with whom contractor contracts with on behalf of District will be submitted to District for review. Contractor acknowledges that such contracts or Agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of District to request copies of such agreement will not impose any liability on District, or its employees.

If contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insured

The bidder shall secure with a responsible corporate surety, or corporate sureties, satisfactory bonds conditioned upon faithful performance by the bidder of all requirements under the contract and upon the payment of claims of materials, men and laborers thereunder. The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the annual payments to be made under the contract computed on the basis of the prices stated in the proposal. The labor and material bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the annual payment to be made under the contract computed on the basis of the prices stated in the proposal.

BID PROPOSAL SUBMISSION – INSTRUCTIONS FOR A COMPLETE PACKAGE

The District shall accept a sealed bid proposal submitted on the provided Contractor's Proposal Submission Form, which shall be combined with the bid terms, conditions and specifications for a complete agreement.

All bid proposals shall be submitted in sealed envelopes with the following information legibly written on the outside:

- Company name and business address
- Contractor's State Contractor's license type and number
- Business telephone number
- Contact person
- Name of the project for which the bid proposal is submitted

It is the sole responsibility of the bidder to see that the bid proposal is received in proper time. Any bid proposal received after the scheduled closing date and time for receipt of bid proposals will be returned to the bidder unopened.

The bid proposal cost quotation shall include all costs for the contractor to accomplish the work outlined in the proposal and shall be all-inclusive. If provision is made for alternatives, they must all be bid, unless otherwise provided in the Specific Terms and Conditions. No mention shall be made of Sales Tax or Use Tax as all bid prices submitted will be considered to include such taxes.

Bids must be submitted on all items and schedules included in the Contract Documents. Failure to bid on all items and schedules may result in the bid being rejected as non-responsive.

The Contractor's bid proposal package shall include the following completed, and where indicated, executed and notarized, forms and statements:

- Contractor's Proposal Form
- Bidder's Bond Form
- Subcontractor List, if any, with DIR registration numbers
- Experience Qualifications – Similar Services Contract References (3)
- Affidavit for Non-Collusion (appropriate form for company bidding)

BID PROTEST PROCEDURES

Any protest of the proposed award of bid to the Bidder deemed the lowest responsible and responsive Bidder must be submitted in writing to the District no later than 5:00 p.m. on the third (3rd) business day following the date of the bid opening.

The initial protest must contain a complete statement of the basis for the protest.

The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.

The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsible bidder.

The party filing the protest must have actually submitted a bid on the project. A subcontractor of a party filing a bid on this project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another bidder, but must timely pursue its own protest.

The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a Bid Protest. The bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contracts Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

The District shall review all timely protests prior to formal award of the bid. The District shall not be required to hold an administrative hearing to consider a timely protest, but may do so at the option of the District Manager, or if otherwise legally required. At the time of the District Board's consideration of the award of the bid, the Board may also consider the merits of any timely protests and the District Manager's recommendation thereon. The District Board may either accept the protest and award the bid to the next lowest responsible bidder, or reject the protest and award to the lowest responsible bidder. Nothing in this section shall be construed as a waiver of the District's Executive Board right to reject all bids, to rebid the project, to perform the work by force account or waive technical irregularities.

Any protest during the term of the contract is subject to the procedures set forth in Public Contract Code Section 9204, attached and incorporated.

EXECUTION OF CONTRACT

The agreement shall be signed by the awardees and returned to the District together with the contract bonds, and other contract documents as required, within ten (10) business days after it has been delivered or mailed to him or his authorized agent.

No bid proposal shall be considered as being binding upon the District until the contract is fully executed; and failure of the awardees to properly execute the awarded contract and file acceptable bonds as provided in the Standard Specifications, shall be just and sufficient cause for the annulment of the award by the District and the forfeiture of his bid proposal guaranty.

LISTING SUBCONTRACTORS

Each Bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Gov. Code Sec. 4100 and following). Forms for this purpose are furnished with the contract documents. Such listings must include registration numbers.

BID DEPOSIT RETURN

Deposits of three or more low bidders on each alternate, the number being at the discretion of the District, will be held for sixty (60) days or until posting by the successful bidder of the Bonds required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be required after consideration of the bids.

“OR EQUAL”

All specifications shall be deemed to include the words “or equal;” provided, however, that permissible exceptions hereto shall be specifically noted in the specifications.

EMPLOYMENT OF APPRENTICES

The Contractor, and all subcontractors, shall comply with the provisions in Sections 1777.5, (Chapter 1411, Statutes of 1968), and 1777.6 of the California Labor Code concerning the employment of apprentices. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section, for all apprentice able occupations, regardless of any other contractual or employment relationships alleged to exist. In addition to the above State Labor Code Requirements regarding the employment of apprentices and trainees, the Contractor and all subcontractors shall comply with Sections 5 a. 3, Title 29 of the Code of Federal Regulations (29CFR) if applicable.

SCOPE OF WORK

Fabric- The fabric shall be woven with a 9-gauge galvanized steel wire in a 2-inch mesh and shall meet the requirements of ASTM A392, Class 2.

Barbed Wire- Barbed wire shall be 2-strand, 12-1/2 gauge, zinc coated wire with 4-point barbs and shall conform to the requirements of ASTM A121, Class 3.

Posts, rails, and braces- Line posts, rails, and braces shall conform to the requirements of ASTM F1043 or ASTM F1083 as follows:

Galvanized tubular steel pipe shall conform to the requirements of Group IA, (Schedule 40) coatings conforming to Type A, or Group IC (High Strength Pipe), External coating Type B, and internal coating Type B or D.

Posts, rails, and braces, with the exception of galvanized steel conforming to ASTM F1043 or ASTM F1083, Group IA, Type A, or aluminum alloy, shall demonstrate the ability to withstand testing in salt spray in accordance with ASTM B117 as follows: External- 1,000 hours with a maximum of 5% red rust. Internal- 650 hours with a maximum of 5% red rust.

The dimensions of the posts, rails, and braces shall be in accordance with Tables I through VI of Federal Specification RR-F-191/3.

Gates- Gate frames shall consist of galvanized steel pipe and shall conform to the specifications for the same material as "posts, rails and braces" listed above. The fabric shall of the same type material as used in the fence.

Cleaning up- The Contractor shall remove from the vicinity of the completed work all tools, buildings, equipment, etc., used during construction.

As the work area is located adjacent to a primary drainage culvert, the Contractor shall utilize Storm Water Pollution Prevention Program Best -Management Practices.

The gate shall be 6 feet tall with barbed wire affixed along the top to match the fence. There shall be a constant 4 inch clearance between the bottom of the gate and the threshold.

Wire ties and tension wires- Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall be 7-gauge marcelled steel wire with the same coating as the fabric type and shall conform to ASTM A824.

Miscellaneous fittings and hardware- Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric, posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A153. Barbed wire support arms shall withstand a load of 250 pounds (113 kg) applied vertically to the outermost end of the arm.

Concrete- Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 2500 psi.

Construction Methods:

The Contractor shall work in a manner that minimizes disruption to the Airport and local community.

Installing posts- All posts shall be set in concrete with spacing as uniform as possible. The location for the new fence has been marked by the Airport. Posts should be spaced not more than 10 feet apart and should be set a minimum of 36 inches in concrete footings. The post holes shall be in proper alignment so that there is a minimum of 3 inches of concrete on all sides of the posts.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation.

The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within seven (7) days after the individual post footing is completed.

Should rock be encountered at a depth less than the planned footing depth, a hole

2 inches (50 mm) larger than the greatest dimension of the posts shall be drilled to a depth of 12 inches (300 mm). After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one part Portland cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above.

In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation

Installing top rails- The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.

Installing braces- Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.

Installing fabric- The wire fabric shall be firmly attached to the posts and braced as required. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than one inch or more than 4 inches from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, longer posts may be used and multiple strands of barbed wire stretched to span the opening below the fence. The vertical clearance between strands of barbed wire shall be 6 inches or less.

See the drawings and photographs attached to this bid document.

The Contractor shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein. Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

TEMPORARY SUSPENSION OF WORK

The District shall have the authority to suspend the work wholly or in part, for such a period as it may deem necessary, due to the unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as it may deem convenient due to failure on the part of the Contractor to carry out orders given or to perform any provisions of the work. The Contractor shall immediately obey such order and shall not resume the work until so ordered in writing by the District.

BBAD FENCE BID

CONFERENCES AND MEETINGS

When and as directed by the District, the Contractor shall attend all conferences and meetings that the District deems necessary for the proper progress of work under this contract and attendance at such meetings shall be included in the contract price.

ALTERATIONS AND ADDITIONS

The District may, if it deems it necessary, make alternations and modifications to the Specifications and plans for the work, covering any portion under such altered or modified work shall be agreed upon in writing endorsed upon the original contract and signed by the proper parties to the contract. It is expressly understood and agreed that such alterations, additions, modifications or omissions shall not in any way violate or annul the contract. Whenever, during the progress of work, any additional work or change or modification in the work contracted for is agreed upon as aforesaid, such additional work or modification shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original contract.

PAYMENTS

In accordance with the terms of the contract, the District 's payment of non-disputed invoices generally will be net 30 from date of receipt of invoice. In submitting proposals under these specifications, contractors should take into account all discounts, both trade and time, allowed in accordance with the above payment policy.

CERTIFIED PAYROLL

Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County. Wage rates shall conform to those posted at the District offices and the Project site.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1773.8 -Travel and Subsistence Pay
2. Section 1774- Prevailing Wage Requirement
3. Section 1775- Penalty for Failure to Comply with Prevailing Wage Rates
4. Section 1776 - Payroll Records
5. Section 1777.4- Apprenticeship Requirements
6. Section 1777.5- Apprenticeship Requirements
7. Sections 1810 and 1811- Working Hour Restrictions
8. Section 1813 - Penalty for Failure to Pay Overtime
9. Section 1815- Overtime Rate Requirement

INDEMNIFICATION

In addition to any other indemnification provisions of the Contract Documents, and specifically indemnifications for hazardous materials, Contractor shall indemnify, defend with legal counsel approved by District, and hold harmless District, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the District . Should conflict of interest principles preclude a single legal counsel from representing both District and Contractor, or should District otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the District its costs of defense, including without limitation reasonable legal counsels' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the District (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of District under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless District for liability attributable to the active negligence of District, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where District is shown to have been actively negligent and where District active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of District.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to District, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of contractor in the performance or subject matter of this agreement. In the event contractor fails to obtain such indemnity obligations from others as required here, contractor agrees to be fully responsible according to the terms of this section.

Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

AWARD AND EXECUTION OF CONTRACT

Within ten business days after the date of the District 's notice of award, the Contractor shall execute and return the following contract documents to the District:

- Contract Agreement
- Faithful Performance Bond
- Labor and Materials Bond
- Public Liability and Property Damage Insurance Certificate with Endorsement
- Automobile Insurance with Endorsement
- Workers' Compensation Insurance Certificate
- Tax identification information
- Any other required information, such as that to confirm corporate existence and/or authority

Failure to comply with the above will result in annulment of the award and forfeiture of the bid proposal Guarantee. The Contract Agreement shall not be considered binding upon the District until executed by the authorized District officials. A corporation to which an award is made is required, before the Contract Agreement is executed by the District, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation has the authority to do so.

HOURS OF WORK

7:00 A.M THROUGH 6:00 P.M. MONDAY THROUGH FRIDAY.

ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

The contractor, and all subcontractors, suppliers and vendors, shall comply with any and all applicable local, state and federal laws and regulations.

The contractor at its sole expense shall obtain any and all applicable permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

It is part of the service required of the contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, lost of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed

work or partially removed facilities. Unusual conditions may arise on the work require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life or property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the District, an emergency exists against which the contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the contractor's operations and when, in the opinion of the District, immediate action is necessary in order to protect the public or property due to the contractor's operations under this contract, the District will order the contractor to provide a remedy for the unsafe condition. If the contractor fails to act on the situation within a reasonable time period, the District may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the District may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the contractor. All expenses incurred by the District for emergency repairs will be deducted from the progress payments and the final payment due to the contractor. However, if the District does not take such remedial measures, the contractor is not relieved of the full responsibility for public safety.

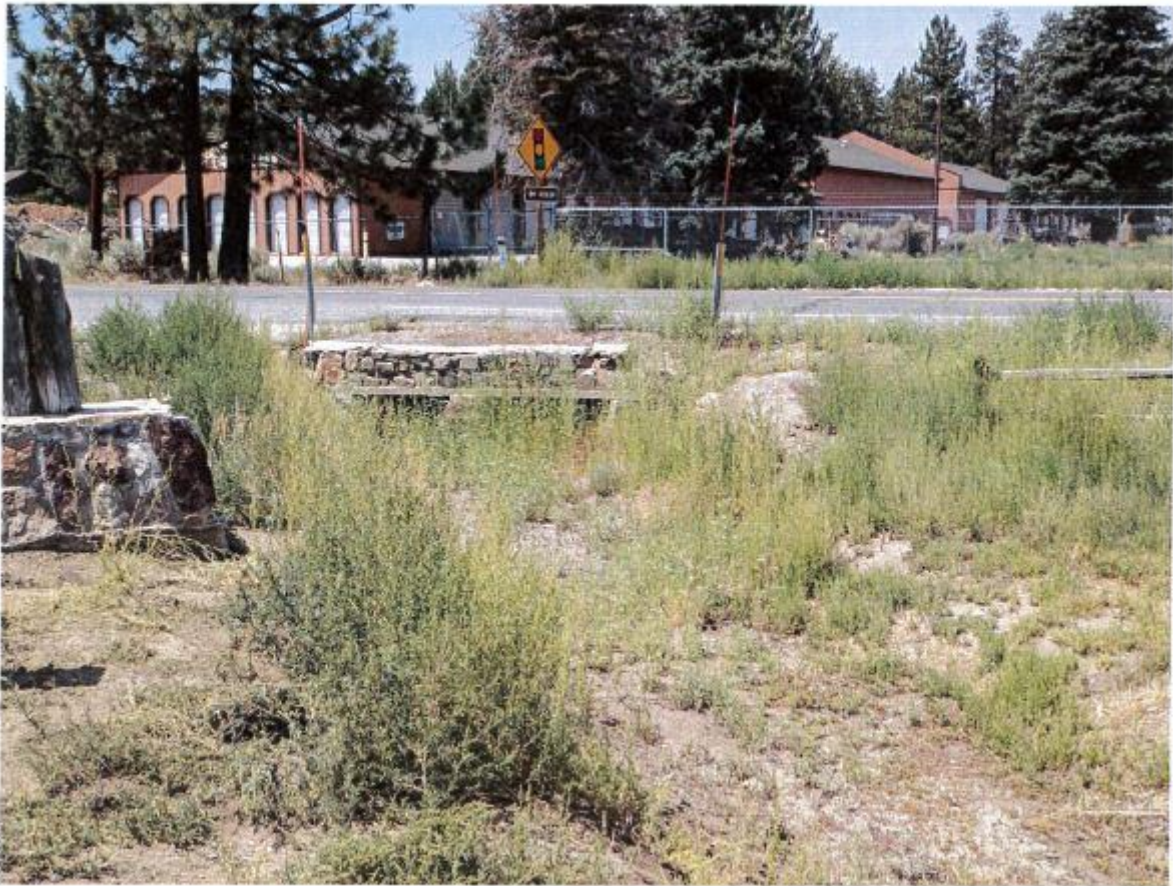
PHOTOS



Manual cantilever gate currently installed on airport



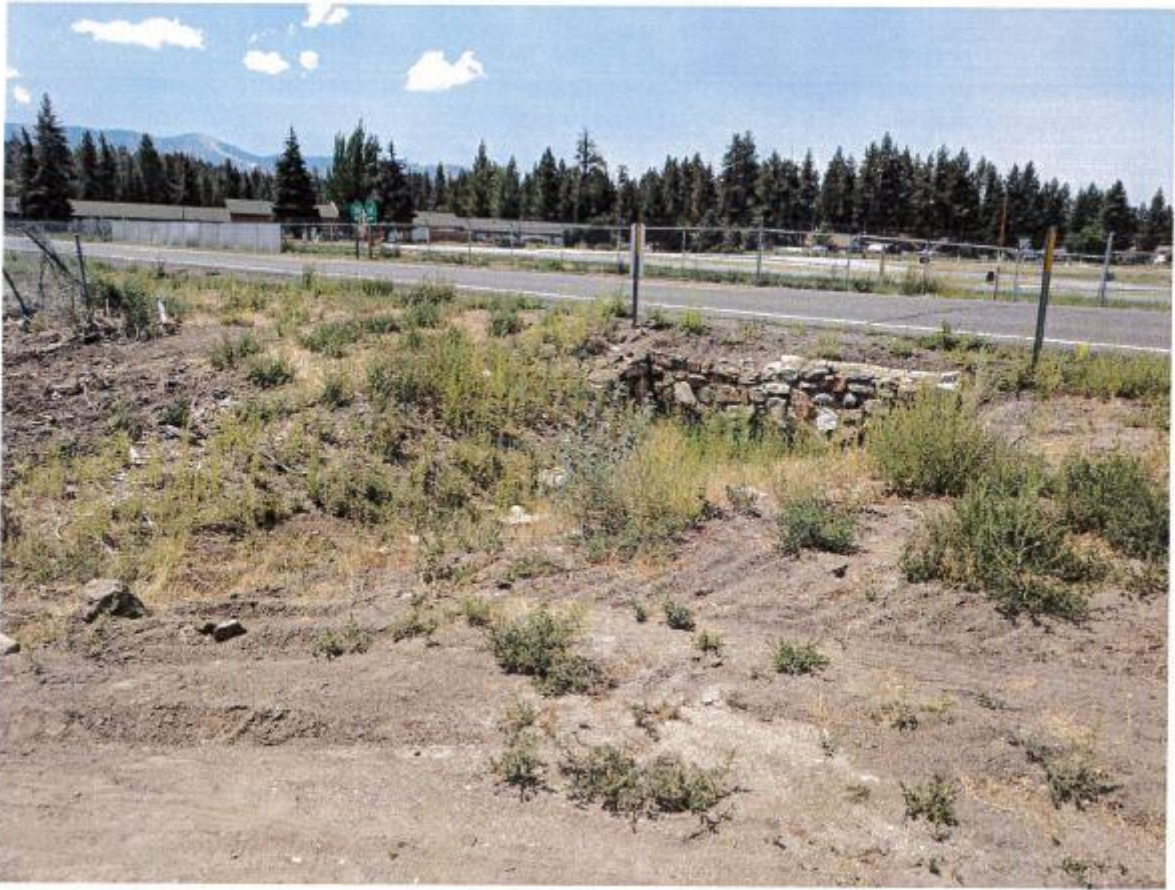
Existing airport fence



Ditch crossing greater than 2'



Ditch crossing more than 2'



Ditch crossing more than 2'

FORMS

CONTRACTOR'S PROPOSAL

Date _____ 20____

To the Big Bear Airport District:

The Undersigned hereby declares:

(a) That the only persons or parties interested in this proposal as principals are the following:

(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name, under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.)

(b) That this bid proposal is made without collusion with any person, firm or corporation.

(c) That he has carefully examined the location of the proposed work and has familiarized himself with all of the physical and climatic conditions, and makes this bid proposal solely upon his own knowledge.

(d) That by submitting this bidder's Proposal, he acknowledges receipt and knowledge of the contents of those communications sent by the Desert Recreation District to him at the address furnished by him to the Desert Recreation District when this bid proposal form was obtained.

(e) That he has carefully examined the specifications, both general and detail, and the drawings attached hereto, and communications sent to him as aforesaid, and makes this bid proposal in accordance therewith.

(f) That, if this bid proposal is accepted he will enter into a written contract for the performance of the proposed work with the District.

(g) That he proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is

understood and agreed that the quantities set forth are estimates, and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this bid proposal is a certified or cashier's check or bidder's bond, payable to the order of the District in the amount of

_____ DOLLARS (\$_____) Said BIDDER's bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in this state as a "California admitted insurer".

It is understood and agreed that should the bidder fail within ten business days after award of contract to enter into the contract and furnish acceptable surety bonds, then the proceeds of said cash, check, or bidder's bond, shall become the property of the Desert Recreation District, but if this contract is entered into and said bonds are furnished, or if the bid is not accepted then said check or cash shall be returned to the undersigned, or the bidder will be released from the bidder's bond.

Print Name of Bidder

Street Address

District

Zip Code

Telephone Number

Signature of BIDDER

**BID PROPOSAL FORM
BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____

_____ as principal, and

_____ as surety, are held and firmly bound unto the District , hereinafter "District " in the sum to ten percent (10%) of the total amount of the bid of the principal, to be paid to the said District or its certain attorney, its successors and assigns; for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the principal has submitted the above mentioned bid to the District for landscape maintenance services specifically described as follows, for which bids are to be opened at the Big Bear Airport on _____ [time] at _____ [address].

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form in accordance with the bid proposal, and files the two bonds with the District, one to guarantee faithful performance and other to guarantee payments for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20____

_____ (seal)

_____ (seal)

_____ (seal)

_____ (seal)

PRINCIPAL

_____ (seal)

_____ (seal)

SURETY

_____ (seal)

ADDRESS

NOTE: Signatures of those executing for the surety must be properly acknowledged.

SUBCONTRACTOR LIST

In compliance with the provisions of the Public Contract Code Section 4102, the undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General contractor in or about the landscape maintenance services in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid, and the portion of the work which will be done by each subcontractor.

Name of Subcontractor on License	Address of Office	License and DIR Registration Numbers	Work to be completed by subcontractor

If the bidder fails to specify a subcontractor for any portion of the work, the bidder agrees to perform the work with his own crews. (Alternative subcontractors for the same work are prohibited by provisions of the California Government Code.)

Dated

BIDDER Signature

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

_____, being first duly sworn, deposes and says:

That he is _____ of,

_____ a corporation which is the party making the foregoing bid proposal; that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Recreation District or any person interested in the proposed contract, for himself or for any other person.

Signature

USE UPDATED NOTARY JURAT

Subscribed and sworn (affirmed)
to before me this

_____ day of _____, 20____

Signature of Officer Administering Oath
(NOTARY PUBLIC)

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter referred to as "Contractor" as PRINCIPAL, and

as SURETY, are held and firmly bound unto the District of Canyon Lake, hereinafter referred to as the "District ", in the sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum, will and truly to be made, we bind ourselves, jointly and several firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said contract has been awarded and is about to enter into the annexed contract with said DISTRICT for consideration of the work under the specification entitled BIG BEAR AIRPORT DISTRICT Fence Bid - _____ and is required by said District to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said contract on his part to be done and performed at the time and in the manner specified herein; this obligation shall be null and void; otherwise it shall be and in full force and effect;

PROVIDED, that any alterations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said contract shall not in any way release said Contractor or the Surety thereunder nor shall any extension of item granted under the provisions of said contract release either said Contractor or said Surety and notice of such alterations or extensions of the contract is hereby waived by such Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

_____ day of _____, 20____.

PRINCIPAL

SURETY

BY: _____ (SEAL)

BY: _____ (SEAL)

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter referred to as "Contractor" as PRINCIPAL, AND _____

as SURETY, are held and firmly bound unto the DISTRICT hereinafter referred to as the "District ," in the sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and several firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contract has been awarded and is about to enter into the annexed contract with said District for construction of the work under the District 's specification entitled BIG BEAR AIRPORT DISTRICT – Fence Bid _____ required by said District to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor in said contract, or subcontractor, fails to pay for any materials, provisions, provender or other supplies, or for the use of implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and also in case suit is brought upon this bond, a reasonable attorney's fee, to be fined by the court. This bond shall be for the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either said Contractor or said Surety thereunder nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____

day of _____, 20____.

PRINCIPAL SURETY
BY: _____ BY: _____
(SEAL) (SEAL)

BIG BEAR AIRPORT FENCE AND GATE IMPROVEMENTS
ADDENDUM # 1
August 27, 2018

Big Bear Airport has extended the due date for bids from August 29, 2018 @ 5:00 PM to September 5, 2018 @ 5:00PM.

Ryan Goss
Interim General Manager
Big Bear Airport District