

**Town of Discovery Bay  
Request for Proposal #2018-02-01  
Repair of Community Center Swimming Pool  
February 2018**

The Town of Discovery Bay (the "Town") is seeking Request for Proposals (RFP) from qualified licensed contractors for the repair of the Community Center Swimming Pool, located at the Discovery Bay Community Center, 1601 Discovery Bay Blvd., Discovery Bay, CA 94505. Pool size is 110,000 gallons.

**RFP REQUIREMENTS:**

- A. RFP shall be submitted in a sealed envelope addressed to Town of Discovery Bay, CSD at 1800 Willow Lake Road, Discovery Bay, CA 94505, and clearly labeled "SEALED RFP – Community Center Swimming Pool Repairs", fax RFP to 925-513-2705 or e-mail RFP to [bmiller@todb.ca.gov](mailto:bmiller@todb.ca.gov). **Deadline to submit RFP is 2:00 p.m. on March 30, 2018.**
- B. The sealed bids will be publicly opened at 3:00 p.m. on March 30, 2018 at the above mentioned Town office. The official time will be as shown on the clock located at the Town's offices.
- C. Qualified California state licensed contractors must provide a lump sum guaranteed price quote for all aspects of the work, including, but not limited to all materials, labor (prevailing wage), permits, tools, ladders, scaffolding, equipment, delivery, installation, disposal, and clean-up associated with the project.
- D. No modification of bids will be allowed. Any bidder may withdraw his bid by written request so long as such request is received by the Project Manager prior to the scheduled time for bid opening. Any bid so withdrawn may not be resubmitted.  
  
Bids delivered to the Town at the time set for opening shall be irrevocable, and no bidder may withdraw his bid for a period of 60 days after the date of the opening of bids.
- E. RFP shall provide a quote that includes building/health permits as part of the lump sum.
- F. Contractors should note that the Community Center building will be open during the repairs of the Community Center swimming pool.
- G. Bids must provide a statement with their RFP submissions that clearly identifies any and all exclusions, deviations or limitations to their RFP specifications.

- H. Interested firms are required to provide evidence of their qualifications and experience in the installation of commercial swimming pools in the State of California over the past 5 years. A minimum of 2 commercial or government references with contact information is required with each RFP.
- I. In addition, bids must provide manufacturer's warranty information, and installation instructions for all materials that are proposed to be used on the pool, to include sealants, adhesives, bonding agents, fasteners, to be provided upon award of the contract.
- J. RFP contractor shall include a project schedule with estimated start and finish dates, and show the number of days needed to remove existing materials including concrete, piping and a schedule of values for materials to be installed. (Note: failure to start work within 5-work days of the Notice to Proceed from the Town's start date without notice shall be cause for the Town to cancel the contract.)
- K. RFP shall identify the name, title, and contact information for the contractor's project manager. The project manager shall have the authority to act on behalf of the Contractor with regards to all decisions that may be required to complete the terms and conditions of the contract.
- L. Contractors are allowed to submit questions in writing pertaining to the swimming pool repair project. All questions must be e-mailed to Brian Miller at [bmiller@toddb.ca.gov](mailto:bmiller@toddb.ca.gov).
- M. Contractors may include any additional information pertaining to their qualifications, certifications, experience, team members, subcontractors, or other documentation that they deem useful for the Town to consider in response to this RFP invitation.

**GENERAL INFORMATION:**

1. Swimming pool specification sheet is for reference of the repairs or replacements needed.
2. Each contractor is expected to examine the work site carefully before submitting an RFP. The submission of a RFP shall be deemed to be conclusive evidence that a contractor has investigated and is satisfied with the conditions to be encountered in performing the work required. Contractors must satisfy for themselves as to the quantities of materials that will be necessary to be removed and replaced based upon inspection and measurement of the existing swimming pool and the specifications herein. No allowances will be made for loss of anticipated profits or unanticipated expenses due to any errors or inaccuracies to the estimated quantities or project expenses incurred by the Contractor.

3. Each contractor is expected to be thoroughly familiar and comply with the applicable laws, rules and regulations pertaining to the swimming pool work required as part of the project, including, but not limited to worker safety and prevailing wage. Contractor and all subcontractors must be registered on California's Department of Industrial Relations web-site to report Electronic Payroll. The Contractor shall provide the name and registration number issued by the Department for all subcontractors listed on its bid. Contractor must also obtain a building permit from Contra Costa County, and Contra Costa County Health Permits.
4. The successful contractor will be required to comply with all terms and conditions as set forth in this RFP invitation, (except as may be specifically exempted by the Town in writing). The successful bidder shall execute and return a written contract, using the agreement form as included herein, within 10 calendar days after receipt of the Notice of Award and contract forms. Failure to execute a contract with 7 days of written notification shall be cause for cancellation of the RFP acceptance and award.
5. **The project completion date is April 1, 2019.** Failure to complete the project on time will result in liquidated damages being assessed against the vendor in the amount of one-half of one percent (0.5%) of the total project costs for every day or portion thereof; unless the contract is extended by mutual written agreement of the parties.
6. Contractor shall assume all costs and expenses associated with the preparation and submission of this RFP.
7. The Town of Discovery Bay reserves the right to accept any or reject any or all RFP and to waive any informality in a bid as may be in the Town's best interest, and to request additional information from any contractor prior to issuing a notice to proceed or of award or soliciting new RFP.
8. Firms considering bidding on this project are required to conduct a pre-bid inspection of the jobsite. Pre-bid inspection of the jobsite is mandatory.
9. The Project Manager for the Town will be Brian Miller @ 925-727-2167 or e-mail [bmiller@todb.ca.gov](mailto:bmiller@todb.ca.gov). All communications and questions shall be directed to the Project Manager. Contact Brian Miller for a required pre-bid inspection.
10. The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed. The lowest responsible bidder will be determined on the basis of the total of the base bid items excluding any Town requested additive alternates.
11. The Town shall provide the Contractor with access to electrical power and restroom facilities at no charge. The Contractor shall be responsible for all labor and materials necessary to utilize these utilities. A portion of this Community Center may be open

during this project, so the contractor must not block access to the Community Center while swimming pool work is being performed.

12. Payment by the Town may allow payment of materials purchased and secured. Full payment to be made upon completed installation and acceptance by the Town, net 30 days after invoice. 5% retention will be held for each invoice and returned to Contractor after approved Notice of Completion by the Town is accepted by the Town Board. Project completion shall be defined as all materials being completely and permanently installed in accordance with the contract documents, including completion of punch list, and the site being broom-clean.
13. The Contractor shall use every precaution to prevent injury or damage to Town property and private property in the vicinity of the project area. The Contractor shall be responsible for all damage and injury to persons and/or property during the execution of the work resulting from any act, omission, neglect, and/or misconduct in the manner or method of performing the work, to include the acts of any subcontractors and work done as part of any warranty service. The Contractor shall indemnify, defend, and hold harmless the Town of Discovery Bay, its agents and assigns from any liability, damage, claims, penalties, and/or regulatory agency fines that may arise from the project and warranty work. The Contractor shall promptly restore to the satisfaction of the Town, at the Contractor's expense, any property that may be damaged during the execution of the work, including warranty work.
14. The Contractor shall provide, erect, and maintain all necessary scaffolding, barricades, and other safety devices for the protection of the work, workers, and safety of the public. The swimming pool area will be closed; however, the Town's Community Center and surrounding grounds will be open for business at all times during the project period. All work shall be cleaned-up on a daily basis, or more frequently, if necessary, to prevent accidents to the greatest extent practical.
15. The following amounts and types of insurance coverage will be required to be in place for the contractor and all subcontractors, with proof to be furnished prior to the execution of the project agreement. The Town of Discovery Bay shall be named as additional insured/certificate holder for each polity.
  - Comprehensive Liability - \$2,000,000
  - Automobile Liability - \$1,000,000
  - Worker's Compensation – per CA law
  - Builder's Risk – 100% of contract value
16. Any changes to the work that result in a cost increase/decrease shall be set forth in a written change order approved by the Town and the Contractor prior to being implemented.

17. Questions about these RFP specifications may be submitted by email to the Town's Project Manager. The Town reserves the right to share written correspondence with all interested bidders and to issue addendums to these specifications as may be necessary.
18. The Contractor will be responsible for all costs incurred by the Town, including legal and inspection fees, in the event that the contractor fails to perform the work in accordance with these project specifications. The Town reserves the right to use monies that may otherwise be due to the Contractor, if necessary, to complete the work and/or repairs, defective work and/or pay any valid claims for damages or unpaid liens arising from the project.

PROJECT SPECIFICATIONS:

- A. All work to be performed under this contract shall be to the highest industry standards in a professional workmanlike manner. Reference is made to the published recommendations of the National Swimming Pool Association with regards to the general methods and techniques of the project; however, in all cases the manufacturer's installation recommendations shall take priority.
- B. The Contractor will replace all materials, pipe, tile, etc. with new materials of a premium or commercial grade quality.
- C. Notwithstanding the manufacturer's warranty terms and conditions, the minimum warranty shall be 2 years and the Contractor shall be responsible to repair and/or replace, at no charge to the Town, any defective swimming pool products for a period of 2 years as of the date of completion.
- D. All products to be furnished as part of these RFP specifications shall be new and free from defects. Any warranty issues shall be cured in-place by the Contractor to the satisfaction of the Town in a prompt and reasonable manner; otherwise the Town shall reserve the right to repair the equipment and pursue all such costs, including collection expenses against the Contractor as may be allowed by law.

**SCHEDULE A**  
**SCOPE OF WORK – POOL**

1. Provide calculations and plans to obtain health permit
2. Drain pool and drill weep holes
3. Remove tile and strip off old plaster to original surface
4. Remove coping
5. Saw cut around pool and remove concrete for new plumbing
6. Install complete new plumbing system in PVC to meet code
7. Remove and replace all skimmers
8. Replace main drain line from pool floor to equipment
9. Install new waterline tile from standard selections
10. Install waterline depth tiles in "Ft." to meet code
11. Install non slip tile on entry steps per code
12. Install non slip tile on pool floor at 4 ½ ft. depth per code
13. Provide and install new lane rope anchors
14. Provide and install commercial approved coping
15. Pour back dyed finish concrete patch around pool to match existing concrete
16. Install new mastic seal between cement and coping
17. Install depth and no diving tiles in deck per code
18. Replace recessed wall steps
19. Install three 6" racing lanes with wall targets
20. Provide and install two 3-bend entry rails
21. Replace four backstroke poke anchors in new deck patch
22. Provide anti-entrapment grates per code
23. Apply white plaster interior
24. Provide AB1020 paperwork and submit upon completion

**OPTION:**

Install new 500 gallon chlorine tank