

SECTION 00020
INVITATION TO BID

SEALED BIDS will be received by the Purchasing Officer of the Contra Costa Water District (District) at 1331 Concord Avenue, Concord, California until **10:00 A.M. ON APRIL 14, 2020** for 2017 Storm Damage Repair – Phase 3, **Project Numbers 118077, 118079**. As soon as practical thereafter, they will be publicly opened and read for performing Work as follows:

Furnishing all labor, materials, except for those materials supplied by the District as set forth in Paragraph 01010-4.0, **DISTRICT FURNISHED MATERIALS**, equipment, and performing all work necessary and incidental to the construction of the project known as **2017 Storm Damage Repair – Phase 3** according to drawings and specifications as prepared by the Contra Costa Water District and according to the Contract Documents.

Work at South Los Vaqueros Road includes, but is not limited to, the removal and replacement of an existing corrugated metal culvert, excavation, backfill, collection and disposal of any ground water encountered, pavement removal and replacement, installation of rock slope protection, traffic control, and final grading. The Work at Mallory Barn Road includes, but is not limited to, excavation, backfill, collection and disposal of any ground water encountered, pavement removal and replacement, installation of rock slope protection, excavation, and installation of electrical conduit, pull boxes, and removal and replacement of an electrical meter panel.

The South Los Vaqueros Road culvert removal and replacement work site is located approximately 0.6 miles north of the southern Los Vaqueros Watershed entry gate along South Los Vaqueros Road. The pavement rehabilitation site on South Los Vaqueros Road is located approximately 1.5 miles north of the entry gate. The entrance to the Mallory Barn Road site is located on Morgan Territory Road. Access to Mallory Barn Road is controlled by a locked CCWD gate. The work site is located approximately 0.6 miles beyond the gate. All project sites are located within the Los Vaqueros Watershed.

Substantial Completion of the Work at both South Los Vaqueros Road Culvert and Mallory Barn Road shall be achieved within **one hundred eighty (180) consecutive days** from the effective date of the Notice to Proceed. Final Completion must be achieved within 30 (thirty) days after substantial Completion. Additional timing and sequencing constraints are fully described in Paragraphs 00810-2.0, **TIME ALLOWED FOR COMPLETION**, 00810-2.1.1 **INTERIM MILESTONES**, 01020-1.0 **WORK SEQUENCE**, and 01020-2.0 **PROJECT CONSTRAINTS**. Time for commencement and completion of the Work is important and is to be of the essence of the Contract.

A prebid conference and job site visit will be held at **8:30 A.M. on Thursday, March 12, 2020**.

Prospective bidders should meet at the **Los Vaqueros Watershed Office Conference Room, 100 Walnut Boulevard, Brentwood, CA**. Prospective bidders must supply their own hard hats, safety glasses, reflective vests, and work boots, and wear them during the job site visit. For job site visits at the District's Contra Costa Canal, prospective bidders must also supply their own personal floatation devices, and wear them during the site visit. The District is not responsible for supplying Personal Protection Equipment (PPE), and prospective bidders will not be allowed to attend the job site visit if they fail to supply and wear the required PPE.

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Although the job site visit is not mandatory, no allowance will be made for any unfavorable conditions or events which might have been foreseen from a thorough examination of the site by the Contractor. No other job site visits will be scheduled.

Prospective bidders can obtain up-to-date information about this project including plan holders list at the following URL: http://www.ccwater.com/buscenter/const_bidops.asp.

Bidders may obtain copies of the bidding documents at 2411 Bisso Lane, Concord, California. A non-refundable charge of **forty-five dollars (\$45)** in the form of a check payable to **Contra Costa Water District** will be required for each set of documents.

A set of the documents may be obtained via the mail upon payment of **fifty-five dollars (\$55)** per set. (Send requests and check for project drawings and specifications to Contra Costa Water District, 1331 Concord Avenue, Concord, CA 94520, Attention: **Bid Coordinator**.)

Bidding procedures are prescribed in the Contract Documents. Bids shall be executed upon the separately stapled bid forms provided, which are provided for convenience in submitting bids and are not a part of said Contract Documents. If there are any discrepancies between the stapled bid forms and the Contract Documents, the Contract Documents shall take precedence. Bid guarantee, in an amount not less than ten percent (10%) of the total bid dollar amount and conforming to the prescribed bidding procedures, is required to be submitted with each bid as a guaranty to be forfeited should the bidder, if awarded the contract, fail to enter into the same, or fail to furnish in a timely manner, the bonds and/or proof of insurance.

In addition, pursuant to Public Contract Code Section 2204, each bidder submitting a bid in which the Total Amount set forth on its Bid Schedule is One Million Dollars (\$1,000,000) or more must also submit with its bid the **IRAN CONTRACTING ACT CERTIFICATION**, in the form included as Section 00400, and, except as otherwise specified in Paragraph 00100-26.0, **REJECTION OF BIDS**, the failure to submit the **IRAN CONTRACTING ACT CERTIFICATION** may render the bid non-responsive. Public Contract Code section 2205 establishes penalties for false certifications.

Pursuant to Section 1770, et seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the **Engineering Department, 2411 Bisso Lane, Concord**, where copies will be made available during normal working hours to any interested party on request, or Bidders may prefer to obtain the current prevailing rate of per diem wages directly from the website maintained by the California Department of Industrial Relations (<http://www.dir.ca.gov/dlsr/pwd/index.htm>). This project is subject to labor compliance monitoring and enforcement by the California Department of Industrial Relations.

Pursuant to Public Contract Code Section 22300, for moneys earned by the Contractor and withheld by the **Contra Costa Water District** to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300.

All bidders shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. In accordance with provisions of California Public Contract Code Section 3300, the District has determined that the Contractor shall possess a valid Class **A** License at the time that the bid is submitted. Failure to possess the specified license shall render the bid non-responsive.

The Contractor shall not be qualified to perform the Work unless it is registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time that the contract is awarded. Failure to have registered and thereby be qualified shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

The successful bidder will be required to furnish the following: Payment Bond in the amount equal to one hundred percent (100%) of the Contract price; Faithful Performance Bond, in the amount equal to one hundred percent (100%) of the Contract price; and evidences of insurance in full compliance with requirements set forth in Paragraph 00820-2.0, **INSURANCE REQUIREMENTS**.

Each bidder shall submit with its bid a statement setting forth its experience on the forms included in the Bid Proposal.

Telephones will not be available to bidders for the preparation of the bids or for calling in bid results. Bid forms received after the designated time will not be accepted. Bidders and their authorized agents are invited to attend the bid opening.

No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of bids.

The District reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of the District; and waive any irregularities in the bids.

The successful bidder must ensure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, gender, sexual preference, marital status, and comply with the Americans With Disabilities Act. For additional details, see Paragraph 00700-4.11.6.

The Federal Emergency Management Agency (FEMA) is providing a portion of the funds for the completion of this Project pursuant to FEMA-4301-DR and FEMA-4308-DR. FEMA is providing reimbursement for FEMA-4301-DR and FEMA-4308-DR for this Project. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. Contractor shall be subject to Federal contract requirements, some of which can be found in Paragraphs 00100-32.0, AFFIRMATIVE STEPS; 00700-4.11.3, Contract work hours and Safety Standards Act; 00700-4.11.6, Equal Employment Opportunity; 00700-4.11.7, Clean Air Act and the Federal Water Pollution Control Act; 00700-4.11.8, Debarment and Suspension; 0700-4.11.9, Byrd Anti-Lobbying Amendment; 00700-5.6, Procurement of Recovered Materials; 00810-4.3, Access to Records; 00810-4.4, DHS Seal, Logo, and Flags; 00810-4.5, Compliance with Federal Law, Regulations, and Executive Orders; 00810-4.6, No Obligation by Federal Government; and 00810-4.7, Program Fraud and False or Fraudulent Statements.

Date 26 February 2020 By Tom Cranmer

Tom Cranmer for:
Brian Jackson
Purchasing Officer

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