

SECTION "B"
INFORMATION FOR AND INSTRUCTIONS TO BIDDERS

SITE CONDITIONS

The work to be performed under the Agreement is located at 101 Mesa Road (APN# 193-030-38) in the unincorporated community of Bolinas, Marin County, California (the “Project Location”).

The Project Location is owned by the BCPUD and is adjacent to a right-of-way owned by the County of Marin. Contractor must obtain and pay the applicable fee for any encroachment permit required from the County to perform the Work and must conform to any restrictions imposed under the encroachment permit.

EXTENT OF WORK

Contractor shall provide the following work under the Agreement (the “Work”):

(a) Schedule, Planning, and Meetings: In addition to the requirements set forth in the Technical Specifications and Drawings of the Contract Documents, Contractor shall (1) Prepare an estimated construction progress schedule consistent with the Order of Work set forth in the Contract Documents; (2) Prepare a traffic control and safety plan (if so required by the County of Marin); (3) Provide all notices of project activity; and (4) Attend at least one (1) preconstruction conference with BCPUD staff in Bolinas.

(b) Permitting: Contractor shall secure and pay the applicable fee for any encroachment permit from the County of Marin that may be required for installation of the Project. Contractor is expected to conform with any restrictions imposed by County thereunder. Contractor shall coordinate and submit all documents required for any other permitting and/or approvals required to install the Project.

(c) Installation: Contractor shall: (1) Obtain all materials and equipment required to install the Project (except as furnished by the District as provided in the Technical Specifications and Drawings in these Contract Documents); (2) Supply all labor required to install the Project; (3) Submit all Shop Drawings; (4) Install the Project in accordance with the Specifications and Drawings (including all referenced Installation Manuals) in the Contract Documents; and (5) Submit all Maintenance Manuals.

(d) Traffic: Contractor shall construct and adequately maintain suitable and safe crossings and such detours as are necessary to care for public and private vehicle and pedestrian traffic, including all devices and flagmen as necessary.

(e) Guarantee: Contractor shall guarantee for a period of one (1) year from the date of written acceptance that the Work is completed in full accordance with the requirements of the Contract Documents, and is and will remain free of defects in workmanship and materials.

Any additional work that BCPUD requests that Contractor perform must be authorized by BCPUD in writing prior to performance. Contractor will be paid for any additional such services as agreed in a written amendment to the Agreement.

CONDITION OF BID

A Bid must be made on the blank Bid form included in the Contract Documents.

A Bid must be signed by the Bidder with its business address. In signing the Bid, the Bidder shall give the individual as well as the firm or corporate name, as hereinafter provided for in the Bid. Bidders are warned against making erasures or alterations of any kind, and Bids which contain omissions, erasures, conditions, alterations, or additions not called for, additional Bids or irregularities of any kind may be rejected as informal.

BCPUD reserves the right to reject any or all Bids as not conforming to the requirements of the Contract Documents. BCPUD also reserves the right to waive any informality in a Bid not material to the cost to perform the work.

BID PRICE

The price bid shall include all costs for labor, materials, tools, equipment, services, taxes, insurance, overhead, profit, warranty performance, and all other costs necessary to perform the Work. The price or prices bid must include all work and all materials of every kind or class as specified or shown on the Drawings or reasonably understood as included in an agreement of this nature, and the Bidder must consider the cost of all such work and materials and allow for all such costs under whatever items it considers appropriate. It is the desire of BCPUD to secure a complete and proper performance of the Agreement, and Bidders must make their Bids with this understanding, and the prices bid must fully recognize this requirement. All Bidders are hereby expressly warned that they must expect to furnish equipment which shall exactly fulfill the requirements of the Specifications and comply with the details shown on the Drawings.

If a Bidder proposes to use any subcontractors, the Bid shall include a complete list of the categories of the work and the subcontractor proposed for each.

EXAMINATION OF DRAWINGS, SPECIFICATIONS, AGREEMENT AND SITE OF WORK

Bidders shall examine carefully the site(s) of the work contemplated, the Drawings and Specifications, and the Bid and Agreement forms therefore. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the Bid, Drawings, Specifications, and the Agreement.

No oral interpretations or clarification of the Drawings and Specifications will be made prior to the Bid opening. Any such requests must be made in writing and will be answered in writing. If errors are found, the Bidder must provide written notification as soon as possible prior to the Bid opening in order that letters of clarification can be prepared and given to all Bidders.

QUALIFICATIONS

It is the intention of BCPUD to award the Agreement only to a Bidder who has the requisite experience and ability in this class of work, and has sufficient capital, facilities, and plant to enable him to prosecute it successfully and promptly and to complete it within the time named in the Contract Documents. The following are the minimum criteria that a Bidder, and any subcontractors, together must satisfy in order to be a Qualified Bidder (“Minimum Qualifications”):

- (a) At least five (5) years prior experience with public agencies with the installation of sewage pump stations and associated piping, valves, fittings, and appurtenances, as well as associated mechanical and electrical work.
- (b) Demonstrated project management skills (i.e., planning, coordination, cost and quality control methods, and ability to complete the project within the approved schedule).
- (c) Sufficient staff and resources to provide the Work in a timely manner, including redundancy of qualified personnel such that key persons can be readily replaced (with BCPUD's pre-approval) in the event of illness, employee changes, or for other reasons.
- (d) Demonstrated financial stability.
- (e) Sufficient insurance coverage.
- (f) Valid Class A Contractor’s License issued by the Contractors State License Board of the State of California to perform the Work.
- (g) Attendance at pre-bid meeting and site walk.

In order for BCPUD to evaluate whether a Bidder satisfies the Minimum Qualifications, it is mandatory that the Bidder submit all of the information and materials described in the Qualification forms (Section C).

BCPUD may decline to determine whether a Bidder is a Qualified Bidder if the requested Qualifications are not provided. There is no appeal from a denial of Qualified Bidder status due to submission of incomplete Qualifications.

BCPUD will determine whether a Bidder is a Qualified Bidder by reviewing the Qualifications and determining whether it demonstrates that the Bidder satisfies the Minimum Qualifications. If, after review of the Qualifications, BCPUD deems a Bidder not qualified, BCPUD will notify the Bidder. An unqualified Bidder’s Bid will not be considered.

If BCPUD deems a Bidder not qualified, the Bidder may appeal/dispute by filing a completed letter of appeal with BCPUD no later than **five (5) business days** after receipt of notice of non-qualified status. If the Bidder files a complete and timely letter of appeal, a review of the appeal

shall commence soon after receipt of the request. Unless a timely appeal is filed, the Bidder waives any and all rights to challenge BCPUD's decision.

A Bidder filing a valid appeal of BCPUD's determination that the Bidder is not qualified may request that BCPUD describe in writing the basis for the determination of non-qualification. A Bidder shall be given the opportunity to rebut any evidence used by BCPUD as a basis for determining the Bidder's non-qualified status, and to present evidence to BCPUD as to why the Bidder should be found qualified.

The review of the appeal/dispute shall be an informal process conducted by BCPUD or its designee and will be based on the information submitted by the Bidder in its letter of appeal. BCPUD will notify the Bidder in writing of its decision at the conclusion of the review. BCPUD's decision will be final. BCPUD's processing of appeals shall not delay or postpone the opening of Bids.

PRE-BID CONFERENCE AND SITE VISIT

A **mandatory** prebid meeting will be conducted on **September 10, 2020 at 11:00 a.m.** at the Project Location. Due to the on-going Covid-19 pandemic conditions, all attendees will be required to practice social-distancing and wear a face covering. Questions will be taken at the meeting and responses made by addendum.

All Bidders are required to visit the Project Location and note all conditions that could affect the work, particularly those affecting existing facilities and the conditions of traffic, access, transportation, etc. All Bidders are required to execute and submit a site visit affidavit with their Bid.

NON-COLLUSION AFFIDAVIT

All Bidders are required to execute and submit a non-collusion affidavit with their Bid.

APPROXIMATE ESTIMATE

The quantities given in the Contract Documents are approximate only, being given as a basis for the comparison of Bids. BCPUD does not expressly or by implication agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by BCPUD or its Engineer without change to Bid item price.

ADDENDA

Every interpretation of the Specifications, changes, additions, or corrections will be in the form of an addendum to the Contract Documents and when issued, will be on file at the office of BCPUD before Bids are opened. In addition, all addenda will be published on BCPUD's website, but it shall be the Bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the Contract Documents and all Bidders shall be bound by such addenda whether or not received by the Bidders.

BID GUARANTY

Each Bid must be accompanied by a certified check, a cashier's check, or a bidder's bond in the amount of ten (10) percent of the amount bid (the "Bid Guaranty").

No Bid will be considered unless the Bid Guaranty is enclosed therewith. Any Bid Guaranty shall contain provisions of forfeiture consistent with Division 2, Part 3, Article 4 of the Public Contract Code of the State of California (commencing with Section 20160). All Bid Guaranties must be made payable to BCPUD and must be satisfactory to BCPUD.

Any surety executing a Bid Guaranty must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California. The surety must agree that the obligations of the surety and its bond shall be in no way impaired or affected by any extension of the time within which BCPUD may accept such Bid; and the surety does hereby waive notice of any such extension.

Should the successful Bidder refuse or fail within the time herein provided to either execute the Agreement for performing the work or fail to post the Performance Bond or the Payment Bond herein provided for, a forfeiture of its Bid Guaranty accompanying its Bid shall be caused as liquidated damages. BCPUD may then award the contract to the next lowest responsible Bidder.

Upon award of an Agreement to the lowest responsible Qualified Bidder, the Bid Guaranty of an unsuccessful Bidder shall be returned in a reasonable period of time but no later than 30 days.

PERFORMANCE BOND

As soon as possible, but in no event later than **five (5) calendar days** of the mailing of the Notice of Award, Contractor shall furnish a Bond of an admitted surety insurer for the faithful performance of the work under the Contract Documents in a sum equal to one hundred percent (100%) of the total amount payable by the terms of the Agreement (the "Performance Bond"). The Performance Bond shall be provided in the form included in the Contract Documents. Such security shall be furnished at no additional expense to BCPUD.

PAYMENT BOND

As soon as possible, but in no event later than **five (5) calendar days** of the mailing of the Notice of Award, Contractor shall furnish a Bond of an admitted surety insurer, in the sum of not less than one hundred percent (100%) of the total amount payable by the terms of the Agreement, for the payment in full of all persons, companies, or corporations who perform labor upon or furnish materials to be used in the work under the Contract Documents, in accordance with the provisions of Sections 3247 to 3252, inclusive, of the Civil Code of the State of California, and any acts amendatory thereof, and shall by its terms inure to the benefit of all persons, companies, or corporations entitled to serve a stop notice under Section 3181 of the Civil Code of the State of California (the "Payment Bond"). The Payment Bond shall be provided in the form included in the Contract Documents. Such security shall be furnished at no additional expense to BCPUD.

INSURANCE

As soon as possible, but in no event later than **five (5) calendar days** of the mailing of the Notice of Award, Contractor shall furnish the following certificates of insurance coverage and any required policy endorsements, as required by the terms of the Contract Documents: commercial general liability and automobile liability (General Specifications F2-05.1); and worker's compensation and employer's liability (General Specifications F2-05.2).

CONSTRUCTION PROGRESS SCHEDULE

As soon as possible, but in no event later than **five (5) calendar days** of the mailing of the Notice of Award, Contractor shall furnish an estimated construction progress schedule in a form consistent with the Contract Documents.

TIME ALLOWED FOR SIGNING THE CONTRACT

As soon as possible, but in no event later than **five (5) calendar days** of the mailing of the Notice of Award, Contractor shall deliver to BCPUD the Agreement with its signature affixed thereto.

AWARD OF CONTRACT

Within 60 days after the time announced for opening Bids, BCPUD will act either to accept the Bid of the low, responsive, responsible Bidder, or to reject all Bids. The determination of the low Bid shall be based on the sum of the total item cost of each Bid item.

The acceptance of a Bid will be evidenced by a Notice of Award of Agreement in writing, delivered in person or by certified mail to the Bidder whose Bid is accepted. No other act of BCPUD shall constitute acceptance of a Bid.

The Notice of Award of Agreement shall obligate the Bidder whose Bid is accepted to furnish a Performance Bond, a Payment Bond, and evidences of insurance, and execute the Agreement set forth in the Contract Documents.

No Agreement between Contractor and BCPUD shall be binding on BCPUD unless and until approved by the BCPUD Board of Directors, or its designee, in its sole discretion.

PROSECUTION AND DATE OF COMPLETION

Contractor shall begin work within **five (5) calendar days** after BCPUD's mailing of the written Notice to Proceed and shall diligently prosecute all work to completion and into service before the expiration of **thirty (30) calendar days**, computed from the date of issuance of the Notice to Proceed.

LIQUIDATED DAMAGES BY DELAY

Time is of the essence in the performance of the Agreement. In case the work under this Agreement is not completed by the date specified, Contractor shall forfeit to BCPUD, as

liquidated damages which BCPUD will suffer by reason of such delay and default, the sum of \$500.00 for each and every calendar day during which the Agreement shall remain uncompleted beyond the time specified for completion of all work.

SUBCONTRACTOR

In accordance with Section 4104 of the Public Contract Code, each Bidder in its Bid shall set forth: (1) The name and location of the place of business of each subcontractor who will perform work or labor or render services to Contractor in or about the construction of the work, or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Drawings and Specifications in an amount in excess of one half of 1 percent of Contractor's total bid, and (2) the portion of the work which will be done by each subcontractor. Contractor shall list only one subcontractor for each portion. In accordance with Section 4107 of the Public Contract Code, no Contractor whose Bid is accepted shall, without the written consent of BCPUD, either: (1) substitute any person as a subcontractor in place of the subcontractor designated in the original bid; or (2) permit any such subcontract to be voluntarily assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the bid. Penalties for failure to comply with the foregoing sections of the Public Contract Code are set forth in Sections 4106, 4110, and 4111 of the Public Contract Code.

WAGE RATES

Notice is hereby given that, pursuant to 1773 of the Labor Code of the State of California, BCPUD has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the Agreement. A copy of the prevailing rate of per diem wages are on file in the principal office of BCPUD, to which reference is hereby made and which are available to any interested party upon request, and a copy thereof shall be posted at each job site. Pursuant to Section 1720 et seq. and 1770 et seq., of the Labor Code of the State of California, the successful Bidder shall pay not less than the prevailing rate of per diem wages.

MINIMUM WAGES

In accordance with 1775 of the California Labor Code, Contractor and any subcontractor shall as a penalty to BCPUD, forfeit not more than fifty dollars (\$50.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rate for any public work done under the Agreement by Contractor or by any Subcontractor under the Agreement. Reference is made to Section 1775 of the Labor Code with respect to instances where Contractor may be liable for a subcontractor's failure to pay prevailing wages.

UNAUTHORIZED OVERTIME WORK

In accordance with 1813 of the California Labor Code, Contractor shall, as a penalty to BCPUD, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the Agreement

by Contractor or by any Subcontractor for each calendar day during which said worker is required or permitted to work more than eight hours or for each calendar week in which the worker is required or permitted to work more than forty hours in violation of 1810-1815 of the California Labor Code. Eight hours of labor constitutes a legal days work.

WORKERS COMPENSATION

As required by 1860 of the California Labor Code and in accordance with the provisions of 3700 of the Labor Code, Contractor will be required to secure worker's compensation coverage for its employees.

In accordance with 1861 of the California Labor Code, Contractor shall furnish BCPUD a notarized statement as follows: "I am aware of the provisions of 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

APPRENTICESHIP REQUIREMENTS

Contractor agrees to comply, and to require any subcontractor to comply, with 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime Contractor for all apprenticeship occupations. Under these sections of the law, Contractors and Subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one hour of apprentice labor for every five hours of labor performed by a journeymen (unless an exemption is granted in accordance with 1777.5) and Contractors and Subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex or age, except as provided in 3077 of the Labor Code. Only apprentices, as defined in 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations.

TRAVEL AND SUBSISTENCE

Notice is hereby given pursuant to Labor Code Section 1773.8 that travel and subsistence payment shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8.

PAYROLL RECORDS

Contractor shall comply, and require any subcontractor to comply, with Labor Code Section 1776 relating to certified copies of payroll records including the maintenance of these records, their certification and their availability for inspection.

AUTHORIZED SIGNATURES

The Contract Documents shall be executed by authorized personnel. In the case of a corporation, the Contract Documents shall be signed by the President or Vice President and attested to by a Secretary/Assistant Secretary; other person(s) may execute these documents if authorized to do so by corporate resolution. Only general partners may sign on behalf of a general or limited partnership unless otherwise provided in the partnership agreement or other authorizing document.

STATUTORY REQUIREMENTS

No official of BCPUD who is authorized in such capacity and on behalf of BCPUD to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in the Agreement or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for BCPUD who is authorized in such capacity and on behalf of BCPUD who is in any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in the Agreement or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

ATTORNEYS-IN-FACT

Attorneys-in-fact who sign Bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

POSTPONEMENT OF OPENING

BCPUD reserves the right to postpone the date and time for opening of Bids at any time prior to the date and time announced in the Notice to Bidders.

DISCREPANCIES IN BIDS

In the event that there is more than one bid item on the Bid form, the Bidder shall furnish a price for all items and failure to do so will render the Bid informal and may cause rejection. In the event that there are unit price bid items on the Bid form and the amount indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event that the unit price written in words differs from the unit price written in numbers, the unit price written in words shall govern and the amount will be corrected accordingly. In the event that there is more than one bid item on the Bid form, and the total indicated on the Bid does not agree with the sum of the amounts bid on the individual items, the prices bid on the individual items shall govern and the total on the Bid will be corrected accordingly.

NOTICE TO PROCEED

Upon receipt, review and confirmation of satisfactory Agreement, bonds, and certificates of insurance, a written Notice to Proceed (“NTP”) will be issued by BCPUD. There is no guarantee

that BCPUD will issue an NTP once an Agreement has been entered into, and BCPUD may terminate the Agreement at any time during the term.

PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held in Bolinas prior to any work started by Contractor. Contractor's job foreman and other interested parties shall attend, including representatives of the utility companies. Work schedules, methods, and safety practices will be outlined and discussed at this time.

COST TO PREPARE BID

The Bidder is solely responsible for the costs incurred in preparing its Qualifications and Bid; BCPUD will provide no compensation for such costs. Submissions to BCPUD under this invitation will become the property of BCPUD and may be used by BCPUD in any way deemed appropriate.

RESERVATION OF RIGHTS

BCPUD reserves the right, at its discretion, to reject any or all Qualifications or Bids, re-bid, determine which bid is the lowest responsible Bid, determine which Bidders are Qualified, withhold consideration of incomplete responses, waive informalities or minor irregularities not material to the cost to perform the Work, request additional information of a Bidder, terminate the solicitation and/or evaluation process at any time, revise submission deadlines format, or procedures, revise the selection process, reissue an invitation to bid, decline to enter an Agreement with the lowest responsible Qualified Bidder, and decline to issue a Notice to Proceed.

Acceptance of Qualifications, Bids, or other material during the selection process does not constitute a contract and does not obligate BCPUD to award funds.

The final Agreement will be subject to approval by BCPUD's Board of Directors, or its designee, in its sole discretion. BCPUD reserves the right to decline contract terms offered by Contractor that are inconsistent with the Contract Documents. Funding is subject to approval of the Agreement by BCPUD's Board of Directors, or its designee, in its sole discretion. BCPUD reserves the right to determine that no project will be pursued. There is no guarantee that BCPUD will issue an NTP once an Agreement has been entered into, and BCPUD may terminate the Agreement at any time during the term.