



# REQUEST FOR INFORMAL BID

June 2021

Bid No. 11-2021-06

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**Cambria Community Services District**  
Utilities & Engineering Department

# NOTICE TO BIDDERS

Request for Quotations for Informal Bid No. 11-2021-06

**DATE:** June 1, 2021

**SUBJECT:** Zone 2 to Zone 7 Santa Rosa Bridge Water Line Project

The Cambria Community Services District is requesting quotes from licensed contractors for installation of a new 12-inch ductile iron pipe across existing steel bridge; tie-in to existing water lines; removal of tree; and replacement of south concrete approach. The completed project shall result in a fully functional permanent water line.

## **TIME AND PLACE FOR SUBMISSION:**

**BIDS DUE BY 3:00 PM ON JUNE 15, 2021**

Bids are to be delivered to the District's Utilities Department Office, 5500 Heath Lane, Cambria, CA 93428 until June 15, 2021 at 3:00 pm at which time and place said informal bids will be opened. Emailed bids will be accepted at [engineering@cambriacsd.org](mailto:engineering@cambriacsd.org).

Informal bids shall be presented in accordance with the specifications for the same, which are on file with the District Engineer at the website address listed below.

<https://www.cambriacsd.org/request-for-qualifications-and-proposals>

Inquiries regarding this informal bid should be directed to the District Engineer via the Request for Information form at the above listed website address.

**Bid Security.** Each proposal must be accompanied by cash, a certified or cashier's check, or bidder's bond on the prescribed form and made payable to the District for an amount equal to at least 10 percent of the amount of the Bid, such guaranty to be forfeited should the apparent successful bidder to whom the contract is awarded fail to furnish the required bonds and insurance certificates, and timely enter into the contract with the District. The security of unsuccessful bidders will be returned by the no later than sixty (60) days following the date of the award of the contract for the work.

- **Contractor must possess a valid California State Contractors License prior to award.**
- **THE ATTACHED SUBCONTRACTOR LISTING FORM AND NON-COLLUSION DECLARATION MUST BE SUBMITTED WITH THE BID.**
- **THIS PROJECT IS TO BE BID AT PREVAILING WAGE RATES**
- **The Contractor awarded the Project will enter into the District's Agreement for Contractor Services or Short Form Public Works Contract and must submit any required bonds and the Certificate of Workers Compensation.**

**Prevailing Wages.** In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the work is to be performed. A copy of said wage

rates is on file at the office of the District. It shall be mandatory upon the contractor to whom the work is awarded and upon any subcontractor under the contractor to pay not less than said specified rates to all workers employed by them in the execution of the work.

**Recommended Pre-Bid Conference.** There will be an optional pre-bid conference on June 8, 2021 at 10:00 am at the Project Site. Bidder may contact Ray Dienzo, District Engineer for additional information.

**Contractor Registration with Department of Industrial Relations.** In accordance with California Labor Code Section 1725.5, Contractors and Subcontractors (as defined by California Labor Code Section 1722.1) bidding on Public Works contracts in California shall be registered with the Department of Industrial Relations prior to bidding. Failure to provide proof of Contractor's registration as part of the Bid shall deem the Bid as non-responsive and will therefore be rejected by the District.

**Compliance Monitoring and Enforcement.** In accordance with the requirements of Labor Code Section 1771.4(a)(1), Bidders are hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relation.

**Deposit of Securities in Lieu of Retainage.** The Contractor may elect to receive 100 percent of payment due under the Contract Documents from time to time, without retention of any portion of the payment by the District, by depositing securities of equivalent value with the District in accordance with the provisions of Section 22300 of the California Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the District, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit.

**Agreement to Assign.** In accordance with Section 4552 of the California Government Code, the bidder shall conform to the following requirements: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act 15 U.S.C. 15, or under the Cartwright Act, Chapter 2.

**Award of Contract.** The District intends to award a contract to the responsive and responsible bidder with the lowest total bid price. All bids submitted shall be in accordance with the provisions of the contract documents. The District specifically reserves the right, in its sole discretion, to reject any or all bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. District may waive any minor irregularities in the bids. Any bid may be withdrawn prior to bid opening but not afterward.

# SHORT FORM PUBLIC WORKS CONTRACT

for the Construction of:

## ZONE 2 TO ZONE 7 SANTA ROSA BRIDGE WATERLINE

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CAMBRIA COMMUNITY SERVICES DISTRICT**, a special district, hereinafter designated District, party of the first part, and \_\_\_\_\_, hereinafter designated as Contractor, party of the second part,

**WITNESSETH:** That the parties hereto do mutually agree as follows:

**ARTICLE I.** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by District, Contractor agrees with District to furnish all materials, equipment and labor and construct facilities for District, and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans and described in the specifications hereto attached and as generally described hereinbelow (the "project" or "work"), and to furnish at his own proper cost and expense all tools, equipment, labor, and materials necessary therefore, except such materials as in the said specifications are stipulated to be furnished by District, and to do everything required by this Contract and the said specifications and plans, and the requirements of the Engineer under them, to wit:

### **PROJECT DESCRIPTION:**

Install a new 12-inch ductile iron pipe across existing steel bridge; tie-in to existing water lines; removal of tree; and replacement of south concrete approach per Exhibit "A" (Bid Proposal), Exhibit "B" (Project Description), Exhibit "C" (Measures to Protect Wildlife), Exhibit "D" (Specifications), and Exhibit "E" (Drawings).

### **COMMENCEMENT OF WORK AND TIME LIMITS:**

The Contractor shall commence Work on the Project as of \_\_\_\_\_ and shall diligently prosecute the completion of said Project. Prior to commencing work, Contractor shall sign and return a copy of this Contract and any document hereto; provide proof of insurance as required herein; and, meet and confer with the District Engineer and wastewater plant staff at least one (1) day in advance. **ALL WORK MUST BE COMPLETED BY AUGUST 15, 2021.**

### **LIQUIDATED DAMAGES:**

Liquidated Damages. Pursuant to Government Code Section 53069.85, if work is not completed within the contract time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the District will suffer damage. It is therefore agreed that the Contractor shall pay to the District the sum of (\$200.00) for each and every calendar day of delay beyond the Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

Contractor expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the Contractor does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the District accepts work or makes any payment under this Contract after a

default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Schedule or the accrual of liquidated damages. In the event the same is not paid, the Contractor further agrees that the District may deduct the amount thereof from any money due or that may become due the Contractor under the Contract. This paragraph does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the District's ability to seek other damages.

**PAYMENT SCHEDULE:**

District shall pay Contractor for the Project on a lump sum basis for a not-to-exceed amount of \_\_\_\_\_.

A five percent (5%) retention shall be withheld from any monthly partial payment requests.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the District to the Contractor no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the District.

This Contract is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

**ARTICLE II.** For furnishing all said equipment, materials and labor, performing demolition as required, and doing all the work contemplated and embraced in this Contract; and for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by District; and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said plans and specifications and in accordance with the requirements of the District Engineer under them, District will pay and Contractor shall receive as full compensation therefore the amounts for such work as described above.

**ARTICLE III.** District hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of the covenants herein contained.

**ARTICLE IV.** The following contract documents (if checked) are hereby incorporated in and made a part of this Contract as though set forth in full:

- X   1. Statement of Prevailing Wages;
- X   2. Payment Bond
- X   3. Bond for Faithful Performance;
- X   4. Bond for Materials and Laborers;
- X   5. Specifications (General Conditions & Technical)
- X   6. Drawings

**ARTICLE V.** If checked above, Contractor shall forthwith furnish in triplicate, a faithful performance bond in an amount equal to 100% of the contract price and a labor and materials bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to District and in the form prescribed by law.

**ARTICLE VI. Materials:** Should any of the materials or equipment prove defective or should the work prove defective due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the drawings, typical details, and specifications, due to any of the above causes, all within twelve (12) months after date on which the work called for in this Contract is accepted by District, the undersigned agrees to reimburse District, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any work necessary to make such replacement or repairs, or, upon demand by District, to replace any such materials and to repair said work completely without cost to District so that said work will function successfully as originally contemplated.

District shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event District elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from District. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, District shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

**ARTICLE VII.** If Contractor should be adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should persistently violate any of the provisions of the Contract, or if he should disregard laws, ordinances or the instructions of the Engineer, then District may, upon certificate of the Engineer when sufficient cause exists to justify such action, serve written notice upon Contractor and his surety (if applicable) of its intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the Contract, and unless, within five (5) days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said five (5) days, cease and terminate.

In the event of any such termination, District shall immediately serve written notice thereof upon the surety (if applicable) and Contractor, and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety, within ten (10) days after the serving upon it of notice of termination, does not give District written notice of its intention to take over and perform the Contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, District may take over the work and prosecute the same to

completion by Contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and his surety shall be liable to District for any excess cost occasioned District thereby, and in such event District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plans and other property belonging to Contractor as may be on the site of the work and necessary therefore. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administration services, such excess shall be paid Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to District. The expense incurred by District, as herein provided, and damage incurred through Contractor's default, shall be certified by the District Engineer.

**ARTICLE VIII.** The Contractor shall indemnify, and hold harmless, the District, and its officers, officials, employees and agents, from and against any and all claims asserted, liability, loss, damage, expense, costs (including without limitation costs and fee of litigation) arising from, directly or indirectly, or in connection with this Contract or the acts or omissions of Contractor, Contractor's Subcontractors, employees, representatives, agents and invitees including, but not limited to, performance of the work hereunder or failure to comply with any of the obligations contained herein, except such loss or damage which was caused by the established proven negligence or willful misconduct of District, its officers, officials, employees and agents. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such liability, loss, damage, expense or cost.

The Contractor agrees that the use of any and all public streets and improvements which are part of or subject to this Contract shall be at all times, prior to the final acceptance by the District, the sole and exclusive risk of the Contractor. The Contractor further specifically agrees that he shall indemnify and hold District free of any liability for any accident, loss, or damage to the work, which is the subject of this Contract prior to its completion and acceptance by the District.

**ARTICLE IX.** It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal (if one) therefore, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid or proposal conflicting herewith.

**ARTICLE X.** Time is of the essence of this contract and failure to comply with this provision shall be a material breach of this contract.

**ARTICLE XI.** If any part of this contract is held invalid by a court of competent jurisdiction, the balance shall retain its full force and effect.

**ARTICLE XII.** Maintenance of required insurance coverage is a material element of this contract and failure to maintain or renew coverage or to provide evidence of renewal shall be a material breach of this contract. **Contractor shall execute and provide the attached Certificate of Workers Compensation Insurance.**

**ARTICLE XIV. Additional Provisions Required by Law.** Each and every provision of law and clause required by law to be inserted in this Contract, including but not limited to the following statutorily required provisions, shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

The following statutorily required provisions hereby apply to this contract:

**Record Audit.** In accordance with Government Code, Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

**Retention of Securities.** Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the Contractor.

**Claims.** In accordance with the requirements of Public Contract Code Section 9204(e), a copy of Public Contract Code Section 9204 is attached hereto and made a part hereof.

**IN WITNESS WHEREOF:** The parties hereto have caused this Contract to be executed the day and year first above written.



**CAMBRIA COMMUNITY SERVICES DISTRICT**

**CONTRACTOR**

\_\_\_\_\_  
JOHN F. WEIGOLD, IV, General Manager

By: \_\_\_\_\_

Its:

ATTEST:

Date:

\_\_\_\_\_  
HALEY DODSON, Administrative Analyst

APPROVED AS TO FORM:

\_\_\_\_\_  
TIMOTHY J. CARMEL, District Attorney

## **STATEMENT OF PREVAILING WAGES**

In accordance with California Labor Code Section 1725.5, Contractors and Subcontractors (as defined by California Labor Code Section 1722.1) bidding on or engaging in the performance of any Public Works contracts in California shall be registered with the Department of Industrial Relation.

In accordance with California Labor Code Section 1770 and 1773, the District has determined that prevailing wage rates apply to this project. Copies of the prevailing rates of per diem wages applicable to this Contract are available from the California Division of Labor Statistics and Research at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html> or 455 Golden Gate Ave. 9th Floor, San Francisco, CA 94102. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work performed.

Pursuant to California Labor Code Section 1775, the Contractor shall forfeit no more than \$200 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

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

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

The District will not recognize any claims for additional compensation because of the payment of the wages set forth in the Contract.

In accordance with the requirements of Labor Code Section 1771.4(a)(1), this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

In accordance with the provisions of the California Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.17 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the Agency. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

**-- END OF STATEMENT OF PREVAILING WAGES --**