INFORMATION FOR BIDDERS

Bids will be received by Humboldt Bay Municipal Water District (herein called the "Owner" or HBMWD), at 828 Seventh Street, Eureka, CA 95501 until the time listed in the Advertisement for Bids; and then at said office publicly opened and read aloud.

Each bid must be submitted in a sealed envelope, addressed to Humboldt Bay Municipal Water District, 828 Seventh Street, Eureka, CA 95501. Each sealed envelope containing a bid must be plainly marked on the outside as BID FOR: Ruth Hydro, Protective Relay Upgrade Project, and the envelope should bear on the outside the name of the bidder, their address and license number, and DIR registration number. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner at Humboldt Bay Municipal Water District, PO Box 95, Eureka, CA, 95502-0095.

Bids received after the time specified for bid opening will not be considered. The bidder is solely responsible for timely delivery of his bid.

There will be a non-mandatory pre-bid Walk –Thru, on site, on July 25, 2019 at 08:30. Although not a mandatory bidding requirement, potential bidders are encouraged to visit and familiarize themselves with the site. Please RSVP for walk-thru by contacting Dale Davidsen by telephone at (707) 822-2918 or e-mail at supt@hbmwd.com

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or type-written, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and a review of the Plans and Specifications including addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

Each bid must be accompanied by a bid bond payable to the owner, for ten percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder(s) will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond.

A performance bond and a payment bond, each in the amount of 100 percent of the contract price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

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.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond, payment bond and required insurance certificates within twenty-one (21) calendar days from the date when Notice of Award is delivered to the bidder**.** The Notice of Award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the bidder to execute the Agreement, the Owner may at his option consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within thirty-one (31) calendar days of receipt of an acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the bidder may submit a written notice to withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within twenty-one (21) calendar days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor.

If the Notice to Proceed has not been issued within the twenty-one (21) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional or qualified bid will not be accepted if it modifies the Plans or Specifications or method of work. The intent is to award the entire job (all Schedules thereunder) to such Contractor or Contractors that will result in the lowest overall total cost to the Owner.

Awards will be made to the lowest, responsive, responsible bidder(s).

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

The Bidder shall supply the names and addresses of major material suppliers and/or fabricators with his bid.

The Contract Documents under which it is proposed to execute the work consist of the Plans and all material bound herewith. These Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a proposal shall have thoroughly examined all of the various parts of these Documents, and should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the District, in writing at least six (6) working days prior to bid opening, an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the Documents and will be furnished to all Bidders receiving a set of the Documents, who shall submit, or indicate receipt of all addenda with their proposals. The Owner will not be responsible for any other explanation or interpretations of said Documents.

Questions regarding the Plans and Specifications shall be submitted in writing to, Dale Davidsen, Superintendent, HBMWD at 828 7th Street Eureka, CA 95501 or by fax at (707)822-8245, or by email at supt@hbmwd.com. Replies to such inquiries will be in the form of addendum or clarification that will be mailed to all plan holders. Requests for clarification regarding various portions may be made by Email to Dale Davidsen, at supt@hbmwd.com

Copies of contract plans and specifications may be obtained from the office of HBMWD, as specified in the Advertisement for Bids. The payment will not be refundable.

Portions of these Contract Documents may contain standard preprinted material. The Bidder's attention is called to the Conditions of the contract which may modify and add to the pre-printed material contained herein. Sentences in the Contract Documents which are phrased in mandatory language, but which include no explicit reference to the party who has responsibility for performing the mandated duty, shall be interpreted as imposing responsibility for performance of the duty described on the Contractor. For example, a directive that “the site shall be kept clean” would impose the duty of keeping the site clean on the Contractor.

Each proposal must be submitted on the prescribed form and accompanied by a certified check or Bid Bond in an amount of not less than 10 percent of the amount bid. Successful bidders will be required to furnish both a Payment Bond and Performance Bond in the full amount of the Contract Price. In accordance with Public Contract Code Section 10263, the Contractor will be allowed to substitute securities for monies normally withheld by the owner to insure performance under this contract.

Where the Proposal for the work is to be submitted on a unit price basis, unit prices will be accepted on all items of work set forth in the Proposal, except those designated to be paid for as a lump sum. The estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified on the Contract Documents. The Owner reserves the right to increase or diminish the amount of any class of work as may be deemed necessary.

When the Proposal for the work is to be submitted on a lump sum basis, a single lump sum price shall be submitted in the appropriate place. The total amount to be paid the Contractor shall be the amount of the lump sum in the Proposal, as adjusted for additions or deletions resulting from changes in construction. After award of Contract, the Contractor may be required to break down the lump sum Proposal into unit prices for the various portions to be completed.

All blank spaces in the Proposal form must be filled in, in ink, in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and totals, unit prices will prevail.

Any Proposal shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Advertisement for Bids.

The Bidder shall sign his Proposal in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

State and local sales and use taxes, as required by the laws and statutes of the State and its political subdivisions, shall be paid by the Contractor. Prices quoted in the Proposal shall include sales tax unless provision is made in the Proposal form to separately itemize the tax.

Any Bidder may modify his bid by telegraphic or written communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time. The telegraphic or written communication should not reveal the bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site, subsurface conditions, weather, variations of soil moisture and workability with rainfall, and make himself thoroughly familiar with all the Contract Documents. The bidder should check with local contractors regarding local site, surface, subsurface and material conditions and variability. Failure to do so will not relieve the successful Bidder of his obligation to enter into a contract and complete the contemplated work in strict accordance with the Contract Documents. The Bidder's attention is called to the General Conditions and Supplementary Conditions of the Contract Documents in regards to the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions, and Notice requirements.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) or be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the State of California 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)].This project is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations.

The general prevailing wage rates applicable to this work are set by the Director of the Department of Industrial Relations. The Contractor will be required to comply with any changes in these wage rates as they are updated by the State government at no cost to the Owner.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (Division of Labor Standards Enforcement), electronic Certified Payroll Reporting (eCPR) at the DIR, and a hard copy to: Humboldt Bay Municipal Water District.

Address: Humboldt Bay Municipal Water District

Attn: John Friedenbach

828 7th Street, Eureka, CA 95501-1114

Business Phone: (707) 443-5018

Email: friedenbach@hbmwd.com

Each Bidder shall inform himself of, and the Bidder awarded a contract shall comply with, State and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.