

INFORMATION FOR BIDDERS

Securing Documents

Copies of the Contract Documents are on file and may be examined at the Scotts Valley Water District, 2 Civic Center Drive, Scotts Valley, California, 95066-0006. Copies of the Contract Documents may be obtained from the District weekdays, excluding holidays, between the hours of 8:00 AM and 5:00 PM.

Bid Form

In order to receive consideration, all bids shall be made in accordance with the following instructions:

- (a) Bids shall be made upon the form provided therefore, properly executed and with all items filled out; the signature of all persons signing shall be in longhand.
- (b) Blank spaces in the bid must be properly filled in, and the phraseology thereof must not be changed. Additions must not be made to the items mentioned therein. Any unauthorized conditions, limitations or provisions attached to a proposal may cause its rejection. Alterations by erasures or interlineation must be explained or noted in the bid over the signature of the bidder.
- (c) No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.
- (d) Each bid shall be addressed to the General Manager of the Scotts Valley Water District, and shall be delivered to him on or before the day and hour set for the opening of bids in the published Notice Inviting Sealed Proposals. The bid shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder and the date and hour of the opening. It is the sole responsibility of the bidder to see that said bidder's bid is received in proper time.

Bidder's Bond

Each bid shall be accompanied by cash, a certified or cashier's check or a bidder's bond in the sum of not less than ten percent (10%) of the total aggregate of the bid. Said checks or bond shall be made payable to the order of the Scotts Valley Water District as defined in the Section 1-01.01, "Definitions" of the Standard Specifications. In case the successful bidder fails to file satisfactory bonds or provide the insurance required by the Contract Documents, or refuses to enter into a contract within the specified time, said bidder shall be liable for any difference by which the cost of procuring the work exceeds the amount of said bidder's bid. The bond or the amount of cash or check shall be available to offset such difference. If the bid is not accepted by the District within sixty (60) days after the date set for the opening of bids, or if the bidder to whom the Contract is awarded executes and delivers to the District the required Contract Documents, insurance certificate and bonds, in form satisfactory to the General Manager of District, the cash or the amount of the certified or cashier's check shall be returned to the bidder.

Examination of Plans, Specifications and Site of Work

Before submitting a bid, each bidder shall carefully examine the Project Plans and read the Project Special Provisions and all other Contract Documents. Bidder shall visit the site of the work and shall fully inform himself as to all existing conditions and limitations under which the work is to be performed. Bidder shall include in the bid a sum to cover the cost of all items necessary to perform the work as set forth in the Contract Documents. No allowance of any kind whatsoever will be made to any bidder because of lack of such examination or knowledge. The submission of a bid shall be conclusive evidence that the bidder has made such an examination.

MANDATORY PRE-BID WALK THROUGH:

Tuesday, December 2nd at 11:00 a.m.

Potential bidders must inspect the interior and exterior of the tank. District retains the right to change the date and time for operational reasons.

All visitor's to the plant will be required to complete and transmit the attached indemnification form (last page of this section, IB-5) to Scotts Valley Water District, prior to entering the El Pueblo WTP. Bidders must bring a climbing harness to access the tank roof.

Prospective bidders interested in attending shall notify the District no later than 5:00 pm on the Monday of the week preceding the scheduled date. Such notice shall be in writing or by facsimile transmission directed to (831) 438-6235 and shall include the name, address, telephone number, facsimile number and contact person representing the prospective bidder.

Proof of Competency of Bidder

Any bidder may be required to furnish evidence satisfactory to the District that said bidder and said bidder's proposed subcontractors have sufficient means and experience in the type of work called for to insure completion of the Contract in a satisfactory manner.

Withdrawal of Bid

Any bidder may withdraw his bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids.

Opening of Bids

Bids will be opened and publicly read aloud at the time and place scheduled in the Notice Inviting Sealed Proposals.

Award or Rejection of Bids

The Contract, if awarded, will be awarded to the lowest responsible and responsive bidder subject to the District's right to reject any or all bids and to waive any informality in the bids or in the bidding.

Withdrawal of Bids After Opening

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids. The same shall be subject to acceptance by the District during this period.

Execution of Agreement

The form of agreement which the successful bidder, as Contractor, will be required to execute and the form of bonds and insurance coverage which said successful bidder will be required to furnish are included in the Contract Documents and must be carefully examined by each bidder. The bidder to whom the Contract is awarded by The District shall, within ten (10) days after Notice of Award, execute and deliver to the District one (1) original and one (1) counterpart of the Agreement. At or prior to the delivery of the signed Agreement, Contractor shall deliver to the District the Performance Bond, Payment Bond and the policies of insurance or insurance certificates as are required by the General Conditions. All bonds shall be on forms provided by the District, and each shall be in an amount equal to one hundred percent (100%) of the estimated Contract price. All bonds and policies or certificates of insurance shall be approved by the General Manager of the District before the successful bidder may proceed with the work. Failure or refusal to furnish bonds or insurance policies or certificates in the form satisfactory to the General Manager of the District shall subject the bidder to penalties for delay in commencement of the work, and may result in the District contracting with another Contractor.

Interpretation of Drawings and Documents Prior to Bidding

If any person contemplating submitting a bid for the construction of the project is in doubt as to the true meaning of any part of the Project Plans, Project Special Provisions or other Contract Documents or finds discrepancies in or omissions from the Project Plans or Project Special Provisions, said person may submit to the District a written request for an interpretation or correction thereof not later than five (5) days before the date bids will be opened. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum and will be mailed or delivered to each person receiving a set of such documents. The District will not be responsible for any other explanation or interpretation of the Contract Documents.

Bidders Interested in More Than One Bid

No person, firm or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternative bids are called for. A person, firm or corporation submitting a subproposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

Special Notice

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now performed, and, so far as possible, the successful bidder must employ such methods and means in carrying out the work as will not cause any interruption or interference with any other Contractor.

List of Subcontractors

Bidders must submit a list of their proposed subcontractors in compliance with Section 4100-4113 of the Government Code of the State of California. Forms for this designation are furnished in the sets of Contract Documents.

Additional Sureties

If at any time during the continuance of the contract, the Sureties, or any of them, shall, in the opinion of the District, become irresponsible, the District shall have the right to require additional and sufficient Sureties, which Contractor shall furnish to the satisfaction of the District within ten (10) days after notice.

Definition of Contract Documents

The term "Contract Documents" is defined in the Section 1-01.01, "Definitions". The submission of any bid shall be deemed a thorough and complete understanding of all provisions of the Contract Documents.

Permits and Licenses

All Contractors, whether they be general Contractors or subcontractors, who transact or carry on business with the District, shall acquire and maintain a current Business License as may be required by the local agency (City or County) having jurisdiction during the entire period that they are performing work which is a part of these Contract Documents.

Attention is directed to Section 1-04.10, "Contractor Permits and Licenses," of the Standard Specifications.

Any delay to Contractor's operation as a direct result of any District obtained permits, licenses or other authorizations pursuant to Sections 21000 to 21174 (Environmental Quality Act) of the Public Resources Code shall be compensated for by an extension of Contract working days. Contractor shall be entitled to no other compensation for any such delay. The Contractor performing the work shall possess such Class A General Engineering Contractor or Class C-36 Plumbing License as are required by law, and shall furnish satisfactory proof to Engineer, upon request, that such licenses are in effect during the entire period of construction.

END OF INFORMATION FOR BIDDERS

Hold Harmless and Indemnify

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend Scotts Valley Water District, its directors, officers, employees, or authorized volunteers, and each of them from and against:

Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Scotts Valley Water District and/or Contractor, or any directors, officers, employees, or authorized volunteers of Scotts Valley Water District or Contractor, and damages to or destruction of property of any person, including but not limited to, Scotts Valley Water District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of Scotts Valley Water District or its directors, officers, employees, or authorized volunteers, except for the sole negligence or willful misconduct or active negligence of Scotts Valley Water District or its directors, officers, employees, or authorized volunteers.

Any and all actions or proceedings arising out of, resulting from, or on account of the violation of any governmental law or regulation compliance with which is the responsibility of Contractor which allege , damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever shall be assumed by the Contractor.

Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which anyone may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

The Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Scotts Valley Water District or its directors, officers, employees, or authorized volunteers.

The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Scotts Valley Water District or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

Contractor shall reimburse Scotts Valley Water District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Scotts Valley Water District, or its directors, officers, employees, or authorized volunteers.

(Contractor's Signature)

(Date)

(Name Printed)

(Company)