

UNITED WATER CONSERVATION DISTRICT
1701 North Lombard Street, Suite 200
Oxnard, California 93030

NOTICE INVITING BIDS

**For the Construction of the El Rio Iron and Manganese Water Treatment Plant
[C.I.P. 8007, Specification No. 20-03]**

N-1 NOTICE IS HEREBY GIVEN that sealed electronic bids will be received by United Water Conservation District, a public agency (hereinafter "Owner"), via the electronic platform, BidNet Direct (see link below), until **2:00 p.m. on June 22, 2021**. Electronic bids will be publicly opened and read aloud at **3:00 p.m. on June 22, 2021** virtually via video conference call (see link below). Bids will be received for the construction (including the furnishing of all plant, labor, materials, tools, services, materials, supplies, transportation, equipment, utilities, and other necessary items and facilities) of the Work and all appurtenances thereto as described in Section N-3. All Work must be performed in strict accordance with the specifications and drawings on file at the office of Owner. Bids shall be submitted electronically as directed in the Instructions to Bidders. It is each bidder's sole responsibility to ensure its bid is timely delivered and received by the Owner. Bids received at the wrong location or after the deadline specified will be returned unopened to the bidder. No hard copy bid submission will be considered.

Link to BidNet: www.bidnetdirect.com//unitedwaterconservationdistrict

Link to Bid Opening Video Conference:

<https://unitedwaterconservationdistrict.my.webex.com/unitedwaterconservationdistrict.my/j.php?MTID=m02d07d6c6de4b00e0a5a952106230139>

N-2 LOCATION OF THE WORK -- The Work to be constructed pursuant to the Contract Documents is located at 3651 North Rose Avenue, Oxnard, California 93036.

N-3 DESCRIPTION OF WORK

Installation of engineered fill and associated grading and site work, construction of a five (5) million gallon per day (MGD) iron and manganese treatment facility with horizontal pressure filters, chlorine system modifications, air scour system, washwater recovery tank, filter drain pump station, washwater recovery pump station, waste solids pump station, appurtenant building with a laboratory, yard piping and associated vaults, electrical, instrumentation, programming, testing and startup.

N-4 COMPLETION OF WORK – Time is of the essence. The Work must be fully completed within time set forth in the Agreement. Liquidated damages will be assessed as set forth in the Agreement for failure to meet the specified completion date.

N-5 CLASSIFICATION OF CONTRACTORS' LICENSES & DIR REGISTRATION– In accordance with Public Contract Code section 3300 and Business and Professions Code section 7059(b), a Contractor submitting a proposal for performance of the Work shall possess a valid Class A license at the time of bid. A Contractor shall certify that the license(s) specified herein is/are the classification(s) of contractor's license(s) required by law to perform the Work contemplated by the Contract Documents. A Contractor shall provide Owner with its Contractor's license number and

expiration date as provided in its bid, and shall present satisfactory evidence that it is licensed and in good standing. The Contractor or any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

N-6 CONFORMITY WITH BID INSTRUCTIONS – Each bid must conform and be responsive to the bid Contract Documents. Failure to conform to the Instructions to Bidders may render a bid non-responsive. The Owner reserves the right to reject any or all bids, to waive any informalities or irregularities in any bids or in the bidding process, and to make an award to the lowest responsive and responsible bidder and reject all other bids, as it may serve the best interest of Owner. A good faith determination by the Owner as to whether a bid is responsive or whether a bidder is responsible shall be final, conclusive and binding, and shall not be the basis of a claim for lost profits or other damages by a bidder to whom the Contract is not awarded.

N-7 MANDATORY PREBID CONFERENCE AND SITE INSPECTION. All interested bidders and third parties shall attend a Prebid Conference and Site Inspection on **June 2, 2021** commencing at **9:00 a.m.**, at the El Rio Water Treatment and Groundwater Recharge Facility located at 3659 North Rose Avenue in Oxnard, California. The Prebid Conference and Site Inspection is **mandatory** for submission of a bid. The Prebid Conference and Inspection shall begin promptly at the listed time and those arriving late will not be admitted nor allowed to sign in. Failure to attend the entire Prebid Conference and Site Inspection shall render a bid non-responsive. A sign-in sheet will be utilized for attendance verification purposes.

To keep bidders and Owner staff safe, the Owner is following local and state health department recommendations. The Owner encourages all bidders interested in attending the Prebid Conference and Site Inspection to conduct the following self-assessment for COVID-19 symptoms and risk factors before entering the El Rio Water Treatment and Groundwater Recharge Facility:

- Have I had any signs or symptoms of a fever in the past 24 hours such as chills, sweats, felt “feverish” or had a temperature that is elevated for me/100.4 F or greater?
 - ❖ If you are feeling “feverish”, please take your temperature.
- Do I currently have (or, in the last 24 hours, have I had) any of the following symptoms
 - ❖ Cough
 - ❖ Trouble breathing, shortness of breath or severe wheezing
 - ❖ Sore Throat
 - ❖ Nasal Congestion/Runny Nose
 - ❖ Myalgia (Body/Muscle Aches)
 - ❖ New loss of taste and/or smell, or a change in taste
 - ❖ Diarrhea
 - ❖ Nausea
 - ❖ Vomiting
 - ❖ Fever of 100.4 F or above, or possible fever symptoms like alternating chills and sweating
 - ❖ Chills or repeated shaking with chills
 - ❖ Headache
- Within the last 14 days, have I been in contact with someone with a confirmed diagnosis of COVID-19?
- Do I currently have any of the following possible emergency symptoms?
 - ❖ Struggling to breathe or fighting for breath even while inactive or when resting?
 - ❖ Feeling about to collapse every time you stand or sit up?

If your response is yes to any of the above questions, please do not come onto the facility.

N-8 BID SECURITY -- Each bid shall be submitted electronically and must be accompanied by a certified or cashier's check, or by a corporate surety bond on the form furnished by the Owner (hereinafter "Bid Security"), as set forth in the Instructions to Bidders in an amount not less than ten percent (10%) of the total amount of the bid. Failure to include the proper Bid Security shall render a bid non-responsive.

N-9 BIDS TO REMAIN OPEN -- The bidder shall guarantee the total bid price for a period of ninety (90) consecutive calendar days from the date of Bid Opening.

N-10 SECURITIES WITHHELD TO ENSURE PERFORMANCE -- At the request and expense of the Contractor and pursuant to Public Contract Code section 22300, the Contractor may substitute certain securities for any money held by Owner to insure performance of the Contract, except where not allowed by law. At the Contractor's request and expense, securities equivalent to any amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent who shall then pay those monies to the Contractor and shall return such securities to the Contractor upon satisfactory completion of the Contract. Alternatively, and at the request and expense of the Contractor, retention monies earned may be deposited directly with the escrow agent. Deposit of securities with an escrow agent shall be subject to written agreement between the escrow agent and Owner which shall conform to the requirements of Public Contract Code section 22300, incorporated herein by reference.

N-11 PREVAILING WAGE RATES -- Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations for the locality where the work is to be performed. A copy of the wage rate schedule is on file at the office of Owner and shall be made available upon request. The wage rate schedule can also be found at www.dir.ca.gov. The Contractor shall post a copy of the schedule at the Work site. The Contractor and any of its subcontractors shall pay not less than the specified prevailing rate of per diem wages for general, holiday and overtime work to all workers employed in the execution of this Contract.

In addition, Contractor shall comply with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The contractor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The contractor must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor must report all suspected or reported violations to the Federal awarding agency.

N-12 CONTRACT DOCUMENTS -- An electronic copy of the Contract Documents as defined in the General Provisions (including drawings and specifications) and the Agreement is available for inspection without charge from the Owner and are hereby made a part of this Notice Inviting Bids. Complete sets of said Contract Documents may be obtained electronically by visiting the following link:

Link to BidNet: www.bidnetdirect.com//unitedwaterconservationdistrict

N-13 PAYMENT & PERFORMANCE BONDS -- Separate payment and performance bonds, each in an amount equal to 100% of the total Contract Price, are required, and shall be provided to the Owner prior to execution of the Contract and shall be in the form set forth in the Contract Documents. All bonds (bid, performance, and payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120.

N-14 PROCUREMENT POLICY -- Pursuant to the Owner's approved Procurement Policy, water conservation districts like United Water Conservation District are not included within, and are not subject to, competitive bidding requirements under the California Public Contract Code unless specifically noted, or to the extent noted, in the Contract Documents.

Dated: 5/12/2021

UNITED WATER CONSERVATION DISTRICT

By: 

Maryam Bral, Chief Engineer