

Lake Don Pedro Community Services District

Regular Meeting of August 21, 2017

AGENDA SUPPORTING DATA

5. DISCUSSION AND ACTION ITEMS

- e. Approval to proceed with bidding of the Water Service Line Replacement Project, funded by the Department of Water Resources, IRWMP grant program

Recommended Action

Staff recommends the following motion:

I move to authorize the General Manager to proceed with bidding of the Water Service Line Replacement Project, funded by the Department of Water Resources, IRWMP grant program

Background

The District has received grant funding for the replacement of leaky water service lines. To proceed with project construction, we must secure bids from qualified contractors, and award the construction contract to the lowest responsible bidder. Attached is the bid notice and Bidders instructions from the project bid packet prepared by District Engineer Elizabeth Binkley. The full bid packet was not included due to its size and technical nature.

A construction contract will be awarded after bids are received, and we will only authorize the contractor to proceed with construction of replacement lines for which we have funding available in the grant. Normally, this action would be by resolution of the Board and delegate responsibility to the GM to award the construction contract within the budget. In the case of this project, the contract will be brought to the Board for approval.

The bid advertisement will be published in both general circulation newspapers, as well as published in the trade journals and sent to plan centers.

Lake Don Pedro Community Services District

Notice to Prospective Bidders for

WATER SERVICE LINE REPLACEMENT PROJECT

Notice is hereby given that on September 15, 2017, at 12:00 noon, at the offices of Lake Don Pedro Community Services District, 9751 Merced Falls Road, La Grange, CA, sealed bids for the above detailed work will be publicly opened and read. The scope of the project includes installing replacement water service lines in various locations throughout the system, including piping and valving, surface restoration and related sitework. A package of electronic contract documents, that includes District Service Line Standards, special provisions and proposal, may be obtained at no cost to interested and qualified contractors by contacting Peter Kampa, General Manager at (209) 591-7100 or by email pkampa@kampacs.com.

**LAKE DON PEDRO COMMUNITY SERVICES DISTRICT
9751 Merced Falls Road, La Grange, California 95329**

**INSTRUCTIONS TO BIDDERS,
SPECIAL PROVISIONS,
and
PROPOSAL**

for construction of

**LAKE DON PEDRO COMMUNITY SERVICES DISTRICT
WATER SERVICE PIPE REPLACEMENT
PROJECT NUMBER 2017-02
LA GRANGE, CALIFORNIA**

The project "Contract Documents" include these Special Provisions, the Service Line Standard Details, including drawings, the Lake Don Pedro Community Services District Standard Specifications and Drawings, and other documents described herein.

Project Engineer:
Binkley Associates, Inc.
CONSULTING ENGINEERS
P.O. Box 70897
Sunnyvale, CA 94086
Phone: 408-257-9252
Email: info@binkleyassociates.com

August 2017

DRAFT

**LAKE DON PEDRO COMMUNITY SERVICES DISTRICT
WATER SERVICE PIPE REPLACEMENT
PROJECT NUMBER 2017-02**

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**LAKE DON PEDRO COMMUNITY SERVICES DISTRICT
WATER SERVICE PIPE REPLACEMENT
PROJECT NUMBER 2017-02
INSTRUCTIONS TO BIDDERS**

INVITATION FOR BIDS

Lake Don Pedro Community Services District (LDPCSD) will receive sealed Bids for:

**WATER SERVICE PIPE REPLACEMENT
PROJECT NUMBER 2017-02**

until date: **September 15, 2017** at the offices of LDPCSD, 9751 Merced Falls Road, La Grange, CA 95329 until 12:00 noon at which time and place all bids will be publicly opened and read aloud. Any mailed in bids shall be sent to the above address, via certified mail with return receipt and must be received no later than the deadline stated above.

A package of contract documents, that includes Plans, Special Provisions and Proposal, may be obtained by contacting Peter Kampa, General Manager at (209) 591-7100 or by email pkampa@kampacs.com.

A certified check or bank draft, payable to the order of Lake Don Pedro Community Services District, negotiable U.S. Government Bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to ten percent (10%) of the total bid, shall be submitted with each bid.

Attention is called to the fact that Prevailing Wages are required; no less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

LDPCSD reserves the right to reject any or all Bids or to waive any informalities in the bidding.

Bids may be held by LDPCSD for a period not to exceed thirty days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

**LAKE DON PEDRO COMMUNITY SERVICES DISTRICT
WATER SERVICE PIPE REPLACEMENT
PROJECT NUMBER 2017-02**

INSTRUCTIONS TO BIDDERS

SECTION 1. DESCRIPTION OF WORK

In general, the work to be done under this contract consists of installing new customer service lateral pipes between the water main and customer meter, and abandoning existing service pipes in place.

Bidders shall visit the site of the proposed work and shall fully acquaint themselves with the existing conditions there relating to construction and labor, and shall fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The Bidders shall thoroughly examine and familiarize themselves with all contract documents. The Contractor, by the execution of this contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument, or to visit the site and acquaint himself with the conditions there existing; and Lake Don Pedro Community Services District will be justified in rejecting any claim based on facts which he should have been on notice as a result thereof.

SECTION 2. LAWS AND ORDINANCES

The successful Contractor will be required to hold or obtain applicable permits for which the fees will not be waived.

If any Contractor, or any Subcontractor used in the work by the Contractor, is currently in violation of any federal, state or local law or ordinance, the Contractor's bid may be deemed to be non-responsible.

SECTION 3. CONTRACT BONDS

A. GENERAL

The successful bidder shall furnish to Lake Don Pedro Community Services District the two bonds required by the State of California Contract Act. Said bonds shall be furnished in favor of Lake Don Pedro Community Services District in a form satisfactory to Lake Don Pedro Community Services District. Each of said bonds shall be executed in an amount equal to 100% of the contract price.

B. FAITHFUL PERFORMANCE

One of said bonds shall guarantee the faithful performance of the Contract by the Contractor. A sample performance bond is enclosed.

C. PAYMENT

One of said bonds shall guarantee payment of all claims for labor, materials, provisions, provender and supplies furnished and any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractor pursuant to Section 18806 of the Revenue and Taxation Code. Care shall be taken to assure that the payment bond includes the precise provisions which Section 3248, Subsection (b) of the California Civil Code requires. A sample payment bond is enclosed.

D. ALTERATIONS

All alterations, extensions of time, extra and additional work, and other changes authorized by these Special Provisions or any part of the Contract may be made without securing the consent of the surety or sureties on the Contract bonds.

SECTION 4. INDEMNIFICATION AND INSURANCE

Attention is directed to Section 7-1.12, "Indemnification and Insurance," of the State of California, Department of Transportation Standard Specifications and the following:

A. INDEMNIFICATION

The Contractor shall indemnify and save Lake Don Pedro Community Services District, its agents, officers, and employees, and Binkley Associates, and its agents, officers, and employees harmless from and against any and all liability, claims, suits, actions, damages, penalties and/or cause of action arising during the term of this Contract out of any personal injury, bodily injury, loss of life or damage to property, violation of any Federal, State or municipal law or ordinance or other cause in connection with the activities of the Contractor, its subcontractors, agents and employees under this Contract or on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes and from and against all costs, counsel fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered therein unless arising out of the sole negligence or willful misconduct of Lake Don Pedro Community Services District or Binkley Associates. Approval of the insurance coverage does not relieve the Contractor or subcontractors of liability under the Indemnification Clause.

B. INSURANCE

1. Prior to commencement of services at the project site, the Contractor shall take out, carry and maintain, or cause to be taken out, carried and maintained, during the performance of the services and for such additional period as hereinafter specified, at no cost to Lake Don Pedro Community Services District, the following project insurance:
 - 1.1. Worker's Compensation.—The Contractor, at his own cost and expense, shall carry and maintain statutory Workers' Compensation Insurance and Employer's Liability with limits not less than One Million Dollars (\$1,000,000) with an insurance carrier satisfactory to Lake Don Pedro Community Services District. The policy shall provide that no cancellation, major change in coverage or expiration shall become effective or occur until at least ten (10) days after receipt of such notice by Lake Don Pedro Community Services District. In the event the Contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure signed by the Department of Industrial Relations Administration of Self-Insurance in Sacramento, California. If any injury occurs to any employee of the Contractor for which the employee, or his dependents in the event of his death, is entitled to compensation from Lake Don Pedro Community Services District under the provisions of the Worker's Compensation Act, as amended or for which compensation is claimed from Lake Don Pedro Community Services District, Lake Don Pedro Community Services District may retain out of sums due the Contractor under this Contract an amount sufficient to cover such compensation as fixed by said Act, until such compensation is paid or until it is determined that no compensation is due and if Lake Don Pedro

Community Services District. is compelled to pay such compensation, it will deduct and retain from the sums due the Contractor the amount so paid.

1.2. Liability and Property Damage.—The Contractor, at his own cost and expense, shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, including death resulting therefrom, and property damage liability for the limits of liability indicated below and including coverage for:

- premises, operations and mobile equipment;
- products and completed operations;
- broad form property damage (including completed operations);
- explosion, collapse and underground hazards;
- personal injury;
- contractual liability;
- use of owned, hired, and non-owned automobiles.

The limits of liability shall be at least:

- \$1,000,000 for each occurrence (combined single limit for bodily injury and property damage);
- \$2,000,000 aggregate for products - completed operations;
- \$2,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Agreement.

Such insurance shall be with insurers and under forms of policies satisfactory in all respects to Lake Don Pedro Community Services District and shall provide that notice shall be given to Lake Don Pedro Community Services District at least forty-five (45) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

- Policy shall cover on an "occurrence" basis.
- Policy shall cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement.
- Policy must cover contractual liability by amending the definition of "incidental contract" to include any written contract.
- "Lake Don Pedro Community Services District, its agents, officers and employees, and Binkley Associates, and its agents, officers, and employees" shall be named as additional insureds, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance of the above named will be called upon to contribute to a loss suffered by Contractors hereunder.

2. General Requirements

Copies of the insurance policy and certificates shall be certified and signed by the Contractor's insurance representative and delivered to Lake Don Pedro Community Services District with copy to the Engineer prior to the effective date of this Contract. The policy and certificates must be approved by the office of the attorney for Lake Don Pedro Community Services District before any payments will be made under this Contract.

Upon notification of receipt by Lake Don Pedro Community Services District of a Notice of Cancellation, major change in coverage or expiration, the Contractor shall file with Lake Don Pedro Community Services District a certified copy of the required new renewal policy and certificates for such policies.

If, at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately and all payments due or that become due to the Contractor will be withheld until notice is received by Lake Don Pedro Community Services District that the required insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to Lake Don Pedro Community Services District. Any failure to maintain the required insurance will be sufficient cause for Lake Don Pedro Community Services District to terminate the Contract.