

INSTRUCTIONS TO BIDDERS

The Bidder's attention is called to the forms and documents listed below which must be executed in full as required. Signature by the Bidder indicates that the information provided by the Bidder is accurate. The Bidder is requested to return the entire specification booklet with his bid.

**I. TO BE EXECUTED AND SUBMITTED WITH THE BID
(OTHERWISE THE BID MAY BE REJECTED AS IRREGULAR)**

A. Proposal Signature Sheet (Page III of this Contract)

To be filled in completely and signed by Bidder. All bidders are required to present with their bid a complete copy of a license from the Contractors' State License Board, qualifying them to bid on this job.

B. Bidding Sheet Schedule (Page IV of this Contract)

To be filled in completely and signed by Bidder.

C. Experience and Qualifications (Page V of this Contract)

To be filled in completely and signed by Bidder.

D. Bidder's References (Page VI of this Contract)

To be filled in completely and signed by Bidder.

E. Designation of Subcontractors (Page VII of this Contract)

To be filled in completely and signed by Bidder.

F. Noncollusion Affidavit (Page VIII of this Contract)

To be filled in completely and signed by Bidder.

G. Bid Guarantee

A bid guarantee in the amount of ten (10) percent of the bid amount must accompany the bid. The proposal guarantee must be in the form of one of the following: cash, a cashiers check made payable to District, a certified check made payable to the District, or a bid bond executed by an admitted surety insurer authorized by the California State Department of Insurance to transact business in California made payable to the District. Note that all bid guarantees will be retained until a contract is executed for the work.

Bids may be withdrawn by the Bidder prior to the time fixed for opening of the bids. No proposal may be withdrawn after the hour fixed for opening bids without rendering the accompanying certified check, cashier's check or bid bond subject to retention as liquidated damages in like manner to the case of failure to execute the contract after award, as provided in the contract documents herein. Negligence on the part of the Bidder preparing his proposal shall not constitute a right to withdraw the proposal subsequent to the opening of proposals. After the opening of bids, the District shall award the contract within 30 days during which time no bids may be withdrawn.

**II. TO BE EXECUTED BY THE SUCCESSFUL BIDDER ONLY
(BEFORE THE START OF WORK)**

Within seven (7) calendar days after the date on the "Award Documents and Requirements" letter, the Contractor shall execute (3) three copies of the contract, return them to the District and complete and submit the following documents and requirements:

**A. Performance Bond, Payment Bond and Maintenance Bond
(Pages XI, XII and XIII of this Contract to be used only if copies of the bonds from the Surety are not attached)**

Two bonds are to be executed by the Successful Bidder and admitted surety insurers authorized by the California State Department of Insurance to transact business in California after the award of the contract by the Marin Municipal Water District; one bond to guarantee the faithful performance of the contract, a second to guarantee payment of wages. Each of said bonds is to be in the amount of 100% of the total amount of the bid. Combination bonds may be supplied and will be accepted if in a form satisfactory to the District.

A third bond, a Maintenance Bond in the amount of 25% of the final contract price, shall be executed and in effect for a two-year period as indicated in the District Standard Specifications. Normally, the Maintenance Bond need not be executed until immediately before Notice of Completion is issued.

B. Proof of Workers' Compensation Insurance, Public Liability Insurance and Automobile Insurance (Page XIV of this Contract)

The successful Bidder shall submit proof to the District that he has satisfactory insurance coverage provided either by insurers admitted to do business in the State of California with at least an A.M. Best rating of "A" or by non-admitted insurers with at least an A.M. Best rating of "A" and as required by Articles 13 and 14 of the District Standard Specifications. In addition, the following specific insurance requirements shall be met:

1. Automobile Insurance.
2. Waiver of subrogation endorsement in favor of the District.
3. Public Liability coverage of not less than \$1,000,000 per occurrence combined single limit.

Each such policy shall be endorsed with the "Additional Insured Endorsement" form on Page XIV-b.

4. Adequate Workers' Compensation Insurance coverage and terms.

C. Shoring Plan

When applicable, Contractor shall submit a shoring plan for review and acceptance (see Article 11 of the General Specifications).

**D. Workers' Compensation Certificate
(Page X of this Contract)**

To be filled in completely by the Successful Bidder.

**E. Agreement
(Page IX-a of this Contract)**

To be signed and sealed by the Successful Bidder.

Upon satisfactory execution of the contract and determination of insurance and bond acceptability, the District will provide the Contractor with a copy of the fully executed contract and a "Notice to Proceed".

INFORMATION AND INSTRUCTIONS FOR BIDDERS

1. BIDDER MUST MAKE THOROUGH STUDY AND INVESTIGATION

The Bidder must familiarize himself with the project by thorough personal examination of the proposed work site(s), by due consideration of the specifications and drawings, and by use of any other means that may be necessary to determine the following:

- a. The actual conditions and requirements of the work;
- b. Any unusual difficulties that may be encountered in the prosecution of the work;
- c. The character and respective amounts of all classes of labor and material which the contractor may be required to furnish in order to complete all or any part of the work; and
- d. All circumstances and conditions affecting the work or its cost.

The Bidder's proposal must include any and all expenses he may incur in order to complete the work stipulated under the proposed contract. No test boring results, test sampling results or cost estimates supplied by or for the District, are intended or shall be construed as a warranty or representation of any fact. Such information has been gathered for the District's use, and is made available to Bidders merely as a courtesy.

Any failure of the Contractor to acquaint himself with all the available information concerning the above shall not relieve him from responsibility for estimating properly the difficulties or cost to successfully perform the work.

2. UNDERSTANDING OF CONTRACT DOCUMENTS

By submitting a bid, the Bidder acknowledges that he understands each and every part of the contract documents. His submittal also certifies that he has performed a thorough study as indicated in Article 1 (above) and he understands thoroughly the intent of all parts of the contract documents and the nature of the work. As a result, the Bidder agrees, if selected as Contractor, that he will not hereafter make any claim for compensation, extension of time or other allowance of any sort, based upon or arising out of any alleged misunderstanding by him of any part of the plans, specifications or the physical conditions existing at the construction site. The Bidder shall, upon discovering any error or omission in the contract documents, immediately call it to the attention of the Engineer.

3. DESCRIPTION OF BID ITEMS

The Bidder's attention is directed to the fact that full work requirements are set forth in the Bid Item Descriptions and the Technical Specifications, which indicate the specific and detailed work to be performed under each of the individual work items shown on the Bidding Sheet Schedule.

In certain cases, requirements set forth in the Bid Item Description may add to or supersede the information set forth in other sections of the General Specifications. In such event, the requirements set forth under the Bid Item Description shall take precedence over a general requirement and become a contract requirement.

4. GENERAL CONDITIONS OF BIDDING

All bid documents must be completed on forms supplied with the contract specifications. The Bidder must return the entire specification booklet to the District in a sealed envelope, which is addressed as indicated in the Notice Inviting Bids. Proposals will be received at the Office of the Manager of Engineering, Marin Municipal Water District, 220 Nellen Avenue, Corte Madera, California 94925, at any time up to the date and hour named in the published call for bids. Any bids received after that time will be returned to the bidder unopened.

Bids having any erasure or interlineation may be rejected by the District. Any changes on the Bidding Sheet must be initialed by the Bidder or his authorized representative. Failure to do so may result in bid rejection.

Statements or communications accompanying bids which serve to qualify or condition bids (except as provided for in the Notice Inviting Bids) may be disregarded by the District in making contract awards. Contract awards shall be made without regard to added conditions unless the statement or communication is expressly mentioned and accepted in the resolution of award. The District may, at its option, disqualify any bid containing such statement or communication. The District may also waive any irregularity in any bid.

5. SUBSURFACE INFORMATION

Any data shown on the drawings, or communicated to the Bidder by representatives of the District, in regard to the location, depth, dimensions, type or character of any pipes, conduits or other structures on the site of the work, is based on information provided by the owners of such structures and is offered solely for the convenience of the Bidder. Data shall be verified through site investigation which shall include daylighting (exposing) of the structures by the Successful Bidder prior to beginning any fieldwork on the project and any costs associated with that daylighting shall be included within bid items.

The District will only assume the responsibility for the timely removal, relocation or protection of existing main or trunkline utility facilities located on the site of the work and currently in use, if such main or trunkline utility facilities have not been identified with reasonable accuracy in the contract documents. This does not include nonpressurized sewer, storm drain and drainage lines. On projects where traffic loops and signal conduits are likely to be encountered, the Successful Bidder shall be responsible for location and for repair of any damaged facilities. The Successful Bidder shall be compensated for relocation and repair work in such cases where he exercises reasonable care but, in the judgment of the District, is unable to avoid relocations or repairs prior to continuation of his work under the contract. In addition, no liquidated damages will be assessed against the Contractor for delays caused by the failure of the District or the owner of the utility to provide for removal, relocation or protection of such utility facilities. Nothing herein shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities (such as buildings, meter and junction boxes on or adjacent to the construction site). In general, the location of water services crossing the line of work, or of other minor structures or obstructions, may not be shown on the drawings.

However, upon request by the Successful Bidder, the Engineer will have the approximate location of any known, existing water services marked on the street. Except as stated above, the Successful Bidder shall assume full responsibility and shall make no claim against the District for any damage to existing subsurface facilities, for any inconvenience to the him or for added costs in performing work which may be attributed in any degree to: (1) failure of the District to furnish information pertaining to structure locations; or (2) inaccuracy of any furnished information.

6. EXPERIENCE AND FINANCIAL QUALIFICATIONS

The Bidder will be required to show to the satisfaction of the District that he has the necessary experience in the class of work to be performed, and the ability, equipment and financial resources to perform the work satisfactorily within the time specified. This information must be filed by the Bidder with his proposal and on blanks furnished by the District and will be used by the District in determining the lowest, responsible bidder.

The sufficiency of the Bidder's experience and financial qualifications will be determined solely by the District and its decision shall be final.

7. SUBCONTRACTORS

The Bidder must comply with the "Subletting and Subcontracting Fair Practices Act" (Public Contracts Code Section 4100, et. seq.).

In addition, the Bidder must name in his proposal each subcontractor he will employ if awarded the contract, the work to be done by each subcontractor, the location of the mill or shop of each subcontractor, and, if requested, the price to be paid to each subcontractor for such work.

If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract subcontracting, it shall be understood that he will perform such portion of the work without the same and he will not be permitted to subcontract said portion of the work, except at the discretion of the District as set forth in the General Specifications.

The Bidder may be required to furnish to the District information regarding technical experience, financial status, and available equipment for each subcontractor mentioned in his proposal. The District reserves the right to review qualifications of subcontractors and will advise the Bidder of its findings.

8. COLLUSION

No person, firm, or corporation shall be allowed to make, file or be interested in more than one bid for the same work, except where alternate bids are requested. No person, firm, or corporation shall knowingly receive preferential treatment by any officer or any employee of the District. Violation of this section will, at the discretion of the District, result in immediate termination or cancellation of the contract.

A person, firm or corporation acting as a subcontractor for labor or material portions of the contract will not be disqualified for submitting subproposals or quotations to more than one bidder on the same contract.

9. BID GUARANTEE

The Bidder shall submit with his bid either a certified check, cash, a cashier's check or a bid bond in an amount not less than 10% of the total amount of the bid in order to guarantee that the Bidder will, if successful, promptly execute a satisfactory contract and furnish bonds as required by these specifications. All bid guarantees shall be made payable to the Marin Municipal Water District, and bid bonds must be executed by an admitted surety insurer authorized to issue surety bonds in the State of California. Any condition or limitation placed upon a certified check may, at the option of the District, result in the rejection of the bid under which such check is submitted. If the Successful Bidder fails or refuses to execute the required contract and bonds within the time frame indicated in the contract "Instructions to Bidders" (or such additional time as may be allowed by the District), the proposal guarantee will become subject to deposit with the Treasurer of the District as moneys belonging to the District. Said amount is hereby agreed upon as liquidated damages for such failure or refusal to execute the contract and bonds as required. The proposal guarantee of all other bidders will be returned after the execution of the contract and the approval of the Successful Bidder's Faithful Performance and Payment Bonds. The District reserves the right to waive any defect or deficiency in the proposal guarantee.

10. AWARD OF CONTRACT - REJECTION OF BIDS

Award of the contract will normally be made by the District to the lowest, responsible bidder within a reasonable time after the opening of proposals. The District may reject any and all bids and must reject any bid of any party found not to be a responsible Bidder. In the event of discrepancy in a bid between unit bid prices and total amounts, the unit bid prices shall control in determining the amount of each bid and which bidder has submitted the lowest bid.

11. NATURE OF ESTIMATED QUANTITIES

The amount of work and material required under the contract is estimated as set forth on the Bidding Sheet Schedule of the contract documents and these estimates will be used as a basis for comparing bids. Estimated quantities are only approximations of work and material to be provided, and the District reserves the right to increase, decrease, or eliminate the amount of work or material required under the contract.

Except as indicated in the specifications under the section entitled "Changes and Extra Work", the Contractor shall make no claims for anticipated profits, for loss of profit, for damages, or for any extra payment due to the differences between the amount of work actually done or materials actually furnished, and the estimated amount(s) as set forth in the Bidding Sheet Schedule.

12. ADDENDA AND EXPLANATION TO BIDDERS

Any explanation desired by Bidders regarding the meaning or interpretation of any of the contract documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of proposals. Any such explanations or interpretations will be made in the form of addenda to the documents and will be furnished to all Bidders. Bidders shall sign and submit all addenda with their proposals. The District is not authorized to give oral explanations or interpretations of contract documents, and a submission of a proposal constitutes agreement by the Bidder that he has placed no reliance on any such oral explanation or interpretation unless verified in writing. However, the District may upon inquiry by a Bidder, orally direct the Bidder's attention to the specific provision of the contract documents which covers the subject of the inquiry.

13. ASBESTOS AND HAZARDOUS SUBSTANCE REMOVAL WORK

Health and Safety Code Section 25914.1 requires that all asbestos-related work and hazardous substance removal shall be performed by a qualified Contractor pursuant to a contract which is separate from any other work to be performed, when the presence of asbestos or hazardous substances is not disclosed in the bid or contract documents. Unless indicated in the Special Provisions or on the contract drawings, the presence of asbestos in existing facilities (e.g. pipe, insulation) or hazardous waste in existing soil or from existing facilities is not anticipated on this project. However, in the event that asbestos related and/or hazardous substances are encountered, the Contractor shall comply with the provisions of Article 47 of the General Specifications and of a separate contract awarded for its removal as required by Health and Safety Code Section 25914.2.