

ADDENDUM NO. 1  
TO  
CONTRACT DOCUMENTS  
FOR  
MARINA COAST WATER DISTRICT  
REGIONAL URBAN WATER AUGMENTATION PROJECT  
RECYCLED WATER PIPELINE AND BLACKHORSE RECYCLED WATER RESERVOIR  
CIP # RW-0156

May 19, 2017



05/19/2017

This Addendum No. 1, pages 1 through 27 modifies the Bidding Documents for the Marina Coast Water District Regional Urban Water Augmentation Project, and shall become part of the Contract Documents for this Project.

Bidders shall acknowledge receipt of Addenda by number in the space provided for that purpose on Document 004100 - Bid Form.

**CONTRACT DOCUMENTS, VOLUME 1, SPECIFICATIONS:**

**DOCUMENT TOC TABLE OF CONTENTS**

1. Page TOC - 1, Title:
  - a) Replace "Recycled Water Pipeline Design Comp Bid Services" with "Recycled Water Pipeline and Blackhorse Recycled Water Reservoir"
2. Page TOC - 1, Title 004530:
  - a) Replace "Transcontracting" with "Iran-Contracting"
3. Page TOC - 1, Title 004534:
  - a) Replace "Anti-Logging" with "Anti-Lobbying"
4. Page TOC - 2, Title 0006100:
  - a) Replace "0006100" with "006100"
5. Page TOC - 5:
  - a) Insert the following at the end of the table of contents:  
"Appendix E - MCWD Standard Details"

**DOCUMENT 00 11 00 INVITATION TO BIDDERS**

1. Page 00 11 00 - 1, 1st paragraph:
  - a) Replace the following text in the first sentence:  
"...until 2:00 p.m. local time on **June 27, 2017**, at which time the Bids received will be publicly opened and read."
2. Page 00 11 00 - 1, 3rd paragraph:
  - a) Insert the following text after the first sentence:  
"The point of contact for all questions related to the project is Jon Marshall, Ph. (925)977-3057 or email [JPMarshall@carollo.com](mailto:JPMarshall@carollo.com)."

**DOCUMENT 00 21 00 INSTRUCTIONS TO BIDDERS**

1. Page 00 21 00 - 3, Subsection 4.03A:
  - a) Delete " NOTE(S) TO USER:"
3. Page 00 21 00 - 9, Subsection 24.01:
  - a) Delete paragraph and replace with the following text:  
"The Work is subject to California State prevailing wage requirements as set forth in the Supplementary Conditions, and Federal (Davis-Bacon Act) prevailing wage requirements as set forth in Section 00 73 50, State Revolving Fund and Proposition 1 Funding Requirements."

b) Add the following Sections:

Article 25- Disadvantaged Business Enterprises

25.01 Bidders must document a Good Faith Effort to hire Disadvantaged Business Enterprises (DBE) for this project, per the requirements set forth in Section 00 73 50, State Revolving Fund and Proposition 1 Funding Requirements.

25.02 A DBE minimum participation goal has not been established for this project.

Article 26- Disqualified Businesses

26.01 State and Federally Disqualified Business are prohibited from participating in this project, as set forth in Section 00 73 50, State Revolving Fund and Proposition 1 Funding Requirements.

DOCUMENT 00 41 00 BID FORM:

1. Replace Section 00 41 00 in Volume 1 with Addendum No. 1 Section 00 41 00.

DOCUMENT 00 43 93 BID SUBMITTAL CHECKLIST:

1. Page 00 43 93-1 Article 1:
  - a) Delete "004510 - Qualifications Statement"
2. Page 00 43 93-1 Article 1, after 00 45 36:
  - a) Add Form Number "00 45 36" Form Name "Form 4500-3 (DBE Subcontractor Performance Form)".
  - b) Add Form Number "00 45 36" Form Name "Form 4500-4 (DBE Subcontractor Utilization Form)".
  - c) Add Form Number "00 45 38" Form Name "Bidder's List".
3. Page 00 43 93-1 Article 1, after 004536:
  - a) Add "004538 - Bidders List"

DOCUMENT 00 45 28 LOCAL HIRING FOR PUBLIC WORKS:

1. Add Addendum No. 1 Section 00 45 28 to Volume 1.

DOCUMENT 00 51 00 NOTICE OF AWARD:

1. Delete document from bid set.

DOCUMENT 00 52 00 AGREEMENT:

1. Page 00 52 00-6, Subsection 9.01 A.10:
  - a) After line h, add "Local Hiring for Public Works (00 45 28)".

DOCUMENT 00 55 00 NOTICE TO PROCEED:

1. Delete document from bid set.

DOCUMENT 00 73 00 SUPPLEMENTARY CONDITIONS:

1. Page 00 73 00 - 1:
  - a) In first paragraph, change "Document 00 07 00" to "Document 00 72 00".
  - b) SC-3.01.F line 4, change "Document 00 08 20" to "Document 00 73 50".
  - c) SC-3.01.F line 5, change "Special Conditions (Document 00 08 00)" to "Supplementary Conditions (00 73 00)".
2. Page 00 73 00 - 2:
  - a) SC-3.01.F line 8, change "Document 00 05 20" to "Document 00 52 00".
  - b) SC-3.01.F line 9, change "Document 00 07 00" to "Document 00 72 00".
  - c) SC-3.01.F, remove line 10 "Instructions to Bidders".
  - d) SC-3.01.F line 11, change "Documents 00 04 10 to 00 04 \_\_\_" to "Documents 00 41 00 to 00 45 38".
3. Page 00 73 00 - 3:
  - a) SC 5.06.A, delete sections A and B and replace with:
    - " A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
    - B. Not Used."
  - b) Add the following section:
    - i) SC 5.06I.
      - (1) Delete paragraph 5.06.I in its entirety.
4. Page 00 73 00 - 4:
  - a) SC 6.02, add the following sections:
    - i) SC 6.02A:
      - (1) Replace 6.02A with the following text:
        - " Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions".
    - ii) SC 6.02B:
      - (1) Delete the words "Owner or" in first sentence of 6.02B.
    - iii) SC 6.02D:
      - (1) Delete paragraph 6.02D in its entirety.
    - iv) SC 6.02E:
      - (1) Delete paragraph and replace with following text:
        - " Failure of Owner to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
    - v) SC 6.02I:
      - (1) Delete paragraph 6.02I in its entirety.

b) SC 6.03, replace section SC 6.03 with the following text:

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State: Statutory

Federal, if applicable (e.g., Longshoreman's): Statutory

Jones Act coverage, if applicable:

Bodily injury by accident, each accident \$ N/A

Bodily injury by disease, aggregate \$ N/A

Employer's Liability: \$ 2,000,000.00

Bodily injury, each accident \$ 2,000,000.00

Bodily injury by disease, each employee \$ 2,000,000.00

Bodily injury/disease aggregate \$ 2,000,000.00

For work performed in monopolistic states, stopgap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of: \$ N/A

Foreign voluntary worker compensation Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.0 of the General Conditions:

General Aggregate \$ 5,000,000.00

Products - Completed Operations Aggregate \$ 5,000,000.00

Personal and Advertising Injury \$ 5,000,000.00

Each Occurrence (Bodily Injury and Property Damage) \$ 5,000,000.00

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person \$ 2,000,000.00

Each accident \$ 2,000,000.00

Property Damage:	
Each accident	<u>\$ 2,000,000.00</u>
4. Excess or Umbrella Liability:	
Per Occurrence	<u>\$ 2,000,000.00</u>
General Aggregate	<u>\$ 2,000,000.00</u>
5. Contractor's Pollution Liability:	
Each Occurrence	<u>\$ 2,000,000.00</u>
General Aggregate	<u>\$ 2,000,000.00</u>

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:
- a. Owner's inspector or construction manager - TBD
  - b. City of Marina, CA
  - c. City of Seaside, CA
  - d. California State University
  - e. United States Army

7. Contractor's Professional Liability:

Each Claim	<u>\$ 2,000,000.00</u>
Annual Aggregate	<u>\$ 2,000,000.00</u>

8. All insurance maintained by the Contractor shall include coverage for work in and around areas of with munitions and explosives of concern, or claims, damage or injury which arise from munitions or explosives of concern.

- c) SC 6.03, add the following section:
- i) SC 6.03C
  - (a) In 6.03C.7, remove the following text:  
"; or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent".

5. Page 00 73 00 - 12:
- a) SC-11.01, change "11.02.A.1.b" to "11.01.A.1.b".

**SECTION 01140 WORK RESTRICTIONS:**

1. Page 01140-2, Section 1.04D.:
- a) Delete the following:
    - i) "in accordance with MMRP Items 4.4-R1 and 4.4-R2".

2. Page 01140-2, Section 1.04E.2:
  - b) Replace subsection a:
    - i) All work on Armstrong Ranch shall be completed between November 15, 2017 and March 15, 2018.
3. Page 01140-3, Section 1.04E.6:
  - c) Replace subsection a:
    - i) All work fronting Marshall School and requiring access to school grounds shall be completed during the school's summer break approximately from the second week in June to the first week in August. Contractor shall verify summer break schedule with school prior to scheduling construction. Contractor shall notify school of work two weeks in advance of starting construction.
4. Page 01140-3, Section 1.04E.6:
  - d) Add the following text after subsection b:
    - i) All work fronting Marshall School must adhere to the following school site mitigations:
      - (1) Return the school site and its facilities to normal condition and operation as soon as possible at no expense to Monterey Peninsula Unified School District (MPUSD).
      - (2) Agreement on construction procedures, site access, project updates, and communication with school site and district personnel.
      - (3) Replacement of the property fence and fields/ turf where impacted by pipeline construction.
      - (4) Replacement and stripping of the blacktop play area on the western end of the school property, along with restoration of proper drainage in the area.
      - (5) Restoration of ground work, irrigation, and concrete pad for placement of a new play structure on the southern portion of the property.
      - (6) Appropriate removal and mitigation of trees and vegetation as necessary.
      - (7) Restoration and replacement of any underground infrastructure damaged and/or impacted by the project.
5. Page 01140-2, Section 1.04E.7:
  - e) Add subsection c:
    - i) Following final paving, Contractor shall Type II slurry seal from edge of pavement (or intersection) to the center of the road on the side of the road the pipeline is located.
    - ii) 95% compaction is required to 30 inches below grade.

**SECTION 01270 UNIT PRICES:**

1. Page 01270-2, Section 1.03B.5:
  - a) Add the following to the end of subsection a:
    - i) "Work includes final paving above trench area".
2. Page 01270-5, Section 1.03B.14:
  - a) Section 1.03B.14.b, change "square yard" to "cubic yards".
3. Page 01270-6, Section 1.03B.20:
  - a) Replace 1.03B.20 with:

- i) 20. Bid Item 25: Test Existing RW Pipe on CSUMB Campus and General Jim Moore Blvd
  - a. Measurement for payment for Test Existing RW Pipe on CSUMB Campus and General Jim Moore Blvd will be based upon developing and implementing a testing plan for each of the existing pipelines and all labor, materials, tools, and equipment necessary to perform all Work required per the Contract Documents.
  - b. Payment for Test Existing RW Pipe on CSUMB Campus and General Jim Moore Blvd will be made at a lump sum bid price named in the Bid Schedule under Bid Item No. 25, which price shall constitute full compensation for completion of all such Work as required per the Contract Documents.
- 4. Page 01270-6, Add Section 1.03B.21:
  - i) 21. Bid Item 26: Marshall School Restoration:
    - a. Measurement for payment for Marshall School Restoration and will be based upon all labor, materials, tools, and equipment necessary to perform all Work at the Marshall School not part of installing the 24-inch transmission main per the Contract Documents.
    - b. Payment for Marshall School Restoration will be made at a lump sum bid price named in the Bid Schedule under Bid Item No. 25, which price shall constitute full compensation for completion of all such Work as required per the Contract Documents.

SECTION 02200 SITE CLEARING:

- 1. Add Addendum No. 1 Section 02200 to Volume 2.

SECTION 02222 STRUCTURE DEMOLITION:

- 1. Page 02222-1, Section 1.03A.1:
  - b) Add the following:
    - i) "Prior to structure demolition, Contractor shall test for asbestos in concrete facilities and lead in painted facilities".
- 2. Page 02222-2, Section 1.03B.2:
  - c) Delete part d.

SECTION 13206Q WELDED STEEL TANKS:

- 1. Page 13206Q-7, Section 2.02F.3:
  - d) Delete "a davit or".



**CONTRACT DOCUMENTS, VOLUME 2, DRAWINGS:**

Replace or add the following drawings with the attached drawings:

1. Sheet 1 Drawing G-01 Cover Sheet.
2. Sheet 2 Drawing G-02 General Notes 1.
3. Sheet 9 Drawing C-01 Plan and Profile STA. 9+95.85 to STA. 19+00.
4. Sheet 13 Drawing C-05 Plan and Profile STA. 49+00 to STA. 59+00.
5. Sheet 14 Drawing C-06 Plan and Profile STA. 59+00 to STA. 69+00.
6. Sheet 18 Drawing C-10 Plan and Profile STA. 99+00 to STA. 109+00.
7. Sheet 19 Drawing C-11 Plan and Profile STA. 109+00 to STA. 119+00.
8. Sheet 31 Drawing C-23 Plan and Profile STA. 229+00 to STA. 239+00.
9. Sheet 48 Drawing C-40 Plan and Profile "A" STA. A10+00 to STA. A19+00.
10. Sheet 49 Drawing C-41 Plan and Profile "A" STA. A19+00 to STA. A28+00.
11. Sheet 50 Drawing C-42 Plan and Profile "A" STA. A28+00 to STA. A37+00.
12. Sheet 51 Drawing C-43 Plan and Profile "A" STA. A37+00 to STA. A47+00.
13. Sheet 52 Drawing C-44 Plan and Profile "A" STA. A47+00 to STA. 48+39.73.
14. Sheet 53A Drawing TP-01 Typical Pipeline Details.
15. Sheet 53B Drawing TP-02 Typical Pipeline Details – 2.
16. Sheet 55 Drawing D-01 Existing Site Plan and Demolition Plan.
17. Sheet 61 Drawing C-01 Finished Site Plan and Yard Piping.
18. Sheet 62 Drawing C-02 Paving and Grading Plan and Environmental Control.
19. Sheet 64 Drawing C-04 Pump Station Plan and Section.
20. Sheet 69 Drawing S-03 Reservoir Plan, Sections and Details.

(The rest of this page left intentionally blank.)

The time provided for completion of the Contract is not changed.

Bidders shall acknowledge receipt of all Addenda by number in the space provided in the Proposal.

CAROLLO ENGINEERS, P.C.

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Name, P.E.

PE NO. \_\_\_\_\_

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Name, P.E.

PE NO. \_\_\_\_\_

**ATTACHMENT 1**

**SPECIFICATIONS ADDED BY ADDENDUM NO. 1**



Company Name: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Efforts to Hire Employees (submit only if needed)**

<b>Classification</b>	<b>Agency Contacted</b>	<b>Date</b>	<b>Results</b>

**Efforts to Hire Subcontractors (submit only if needed)**

<b>Work Item</b>	<b>Company Contacted</b>	<b>Date</b>	<b>Results*</b>

\* Standard codes: DNR-did not respond, NA-not available for job, NB-not bidding, USED-included in bid, HIGH-selected lower cost bid

MARINA COAST WATER DISTRICT  
ORDINANCE NO. 53  
AN ORDINANCE ADDING CHAPTER 2.10 TO THE DISTRICT CODE  
TO PROMOTE LOCAL HIRING FOR DISTRICT PUBLIC WORKS

Be it ordained by the Board of Directors of  
Marina Coast Water District  
as follows:

Section 1. Authority. This ordinance is enacted pursuant to Sections 30000 and following of the California Water Code.

Section 2. Findings. The Board finds as follows:

- A. This ordinance is considered for action by the Board of Directors at a special meeting duly called and noticed. The agenda was posted in accordance with law with opportunity for public review in advance of the meeting and public comment during consideration of the ordinance by the Board. The District's legal counsel advises and the Board finds that there is no newspaper of general circulation printed, published and circulated in the District, and the District therefore should comply with the requirements of Section 31027 of the Water Code by posting the full text of this Ordinance within 10 days after adoption in three public places within the District.
- B. Unemployment in Monterey County has risen significantly in the recent economic downturn to exceed most other areas of the State. Construction jobs have been particularly impacted by the recession and longer term restrictions on construction.
- C. A policy that encourages public works contractors to hire residents of the Monterey Bay Tri-County area including Monterey, Santa Cruz and San Benito Counties will benefit the local economy and the District. Reducing local unemployment generally and among District water users will promote the financial health of the District. It is important to the District and the public served by the District that this policy take effect immediately to promote the economic recovery of the area.
- D. The District's legal counsel advises, and the Board finds, that adoption of this ordinance is not subject to the California Environmental Quality Act ("CEQA"), pursuant to Public Resources Code Section 21065 and Section 15378(b)(2) of the State CEQA Guidelines codified at 14 CCR §15378.

Section 3. Purpose Of Ordinance. The purpose of this ordinance is to adopt a policy to promote local hiring for public works. This ordinance adds Chapter 2.10 to the District Code.

Section 4. Local Hiring for Public Works. Chapter 2.10 is added to the District Code to read in full as follows:

2.10.010 Local hiring for public works. All District contracts for public works or other new construction not performed by District personnel shall contain provisions which require the contractor to make a good faith effort, to include but not limited to requesting the assistance of community resources designated by the District, to hire qualified individuals who are residents of the Monterey Bay area. All such contractors shall strive to hire no less than eighty percent of their employees performing the work from the pool of qualified workers who reside in Monterey, Santa Cruz or San Benito Counties. Only persons who are domiciled in one of these counties at the time of the bid shall be considered "local" for the purpose of this resolution. This requirement also applies to subcontractor employees under such contracts.

2.10.020 Binding on Subcontractors. The good faith local hiring provisions of this chapter shall bind the contractor both with regard to persons hired directly and to all persons hired by the contractor's subcontractors. The contractor shall include the following in all contracts with subcontractors:

"This contract is for labor for a MCWD public works project. As subcontractor on a District project you are required to comply with all of the provisions of Ordinance 53 Local Hiring. Failure to comply with the local hiring ordinance may subject the subcontractor herein with disqualification from any future MCWD public works contracts."

2.10.030 Required Documentation. The contractor shall keep an accurate record on a standardized form showing the name, place of residence, classification, hours employed, per diem wages and benefits of each person employed by the contractor on specific public works projects.

2.10.040 Noncompliance. If the MCWD manager with responsibility for the contract believes that any contractor or subcontractor has not made a good faith effort to comply with this provision, the manager shall conduct an investigation. If the investigation reveals non-compliance, the manager shall make a report to the General Manager or his designee. The report shall be provided to the contractor who shall have an opportunity to appeal any negative finding to the General Manager. Appeals must be made within ten days of receipt of the negative finding. The General Manager, after due consideration of any appeal, may disqualify any contractor or subcontractor declared to be non-compliant with this ordinance disqualified from eligibility for providing services to the District for a period of one year.

2.10.050 Definitions. The following definitions shall apply to this ordinance:

"Contractor" means any person or entity which, pursuant to a written agreement, provides labor services on a public works project to MCWD.

"Monterey Bay Area" means Monterey County, San Benito County and Santa Cruz County.

"Resident of the Monterey Bay area" means an individual who is domiciled within the boundaries of the three counties and who can

provide reliable evidence that verifies resident status. A worker who is a building trade journeyman or apprentice whose local hiring hall has jurisdiction over the Monterey Bay area is also deemed a resident of the Monterey Bay area.

"Subcontractor" means any person or entity who provides labor services under an agreement with a contractor who is contracted to provide such services on a public works project for the District.

"Hire" means hire or employ on the specified project.

2.10.060 Exceptions The provisions of this Ordinance shall not apply under the following circumstances:

Whenever a state, federal or local law or regulation applicable to a particular grant or contract for public works prohibits a local hire requirement;

Whenever the District in accordance with the requirements of its rules, determines that the contract is necessary to respond to an emergency which endangers the public health, safety or welfare;

Whenever the District determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project;

When such an exception is invoked, the basis of the exception shall be included in a staff report to the Board.

Section 5. Effective Date. This Ordinance shall be in full force and effect immediately upon adoption, in accordance with section 31027(a) of the Water Code.

Section 6. Publication and Posting. Within 10 days after adoption, the district shall post in three public places within the district a certified copy of the full text of this ordinance as adopted along with the names of those directors voting for and against adoption and shall publish within 15 days after adoption, in a newspaper published in Monterey County and circulated within the district, a summary of this ordinance with the names of those directors voting for and against adoption.

Section 7. Notice of Exemption Notice of Determination. The Secretary is authorized and directed to give due notice of exemption of this ordinance from the provisions of CEQA, pursuant to Title 14, California Code of Regulations, section 15062.

Section 8. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or invalid, or superseded by some other provision of law, such provisions shall be severed from and shall not affect the validity of the remaining provisions of this ordinance. The Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase



thereof irrespective of the fact that any other part thereof be unconstitutional or invalid, or superseded by some other provision of law. The parts of this ordinance which are not unconstitutional, invalid, or superseded shall remain in full force and effect and shall be enforced according to their terms.

Section 9. Interpretation. Words and Phrases used in this ordinance shall be read conjunctively with and shall have the same meaning as in prior district ordinances and the district Code, unless specifically changed by this ordinance or unless the context requires some other construction. If there is any inconsistency between this ordinance and prior provisions, this ordinance shall control.

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On motion of Director Gustafson, seconded by Vice President Lee, the foregoing Ordinance is enacted and shall take effect on May 27, 2010 by the following roll call of the Board:

Ayes: Moore, Gustafson, Burns, Lee, Nishi

Nays: None

Absent: None

Abstained: None

By /s/ Kenneth K. Nishi  
Kenneth K. Nishi, President

ATTEST:

/s/ Jim Heitzman  
Jim Heitzman, Secretary

CERTIFICATE OF SECRETARY

The undersigned hereby certifies that the foregoing Ordinance was adopted and approved by the Board of Directors at a special meeting on May 27, 2010.

/s/ Jim Heitzman  
Jim Heitzman, Secretary

**SECTION 02200**

**SITE CLEARING**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Section includes: Clearing and grubbing of the project site.
- B. Related sections:
  - 1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
  - 2. It is the Contractor's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of Contractor's Work.
  - 3. The following Sections are related to the Work described in this Section. This list of Related Sections is provided for convenience only and is not intended to excuse or otherwise diminish the duty of the Contractor to see that the completed Work complies accurately with the Contract Documents.
    - a. Section 01354 - Hazardous Material Procedures.

**1.02 DEFINITIONS**

- A. Clearing: Consists of removal of natural obstructions and existing foundations, buildings, fences, lumber, walls, stumps, brush, weeds, rubbish, trees, boulders, utility lines, and any other items which interferes with construction operations or are designated for removal.
- B. Grubbing: Consists of the removal and disposal of wood or root matter below the ground surface remaining after clearing and includes stumps, trunks, roots, or root systems greater than 1 inch in diameter or thickness to a depth of 6 inches below the ground surface.

**1.03 QUALITY ASSURANCE**

- A. Regulatory requirements: Verify and comply with applicable regulations regarding those governing noise, dust, nuisance, drainage and runoff, fire protection, and disposal.
- B. Pre-construction conference: Meet with Engineer to discuss order and method of work.

**1.04 PROJECT CONDITIONS**

- A. Environmental requirements:
  - 1. For suspected hazardous materials found: As specified in Section 01354.

**1.05 SEQUENCING AND SCHEDULING**

- A. Clearing and grubbing: Perform clearing and grubbing in advance of grading operations.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verification of conditions: Examine site and verify existing conditions for beginning work.

**3.02 PREPARATION**

- A. Protect existing improvements from damage by site preparation work.

**3.03 INSTALLATION**

- A. Clearing:
  - 1. Clear areas where construction is to be performed and other areas as indicated on the Drawings, or specified in this Section, of fences, lumber, walls, stumps, brush, roots, weeds, trees, shrubs, rubbish, and other objectionable material of any kind which, if left in place, would interfere with proper performance or completion of the work, would impair its subsequent use, or form obstructions.
  - 2. Do not incorporate organic material from clearing and grubbing operations in fills and backfills.
  - 3. Contractor's temporary construction facilities: Fill or remove pits, fill, and other earthwork required for erection of facilities, upon completion of the work, and level to meet existing contours of adjacent ground.
- B. Grubbing:
  - 1. From excavated areas: Grub stumps, roots, and other obstructions 3 inches or over in diameter to depth of not less than 18 inches below finish grade.
  - 2. In embankment areas or other areas to be cleared outside construction area: Do not leave stumps, roots, and other obstructions higher than the following requirements:

Height of Embankment over Stump	Depth of Clearing and Grubbing
0 feet to 2 feet	Grub stumps or roots 3 inches or over in diameter to 18 inches below original grade. Cut others flush with ground.

Height of Embankment over Stump	Depth of Clearing and Grubbing
2 feet to 3 feet	Grub stumps 1 foot and over in diameter to 18 inches below original grade. Cut others flush with ground.
Over 3 feet	Leave no stumps higher than stump top diameter, and in no case more than 18 inches.

3. Backfill and compact cavities left below subgrade elevation by removal of stumps or roots to density of adjacent undisturbed soil.

END OF SECTION

**Regional Urban Water Augmentation Project**  
**CIP #RW-0156 Document 00 41 00 Marina Coast Water District**

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**BID FORM**

**CIP # RW-0156, REGIONAL URBAN WATER MANAGEMENT PROJECT  
RECYCLED WATER PIPELINE AND BLACKHORSE RECYCLED WATER RESERVOIR**

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

Marina Coast Water District  
11 Reservation Road  
Marina, CA 93933  
ATTN: District Engineer

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that

have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):



Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization and Demobilization	LS	1		
2	Sheeting, Shoring & Bracing	LS	1		
3	Traffic Control	LS	1		
4	24-inch Transmission Main (Non-paved Areas)	LF	16,533		
5	24-inch Transmission Main (Paved Areas)	LF	23,002		
6	24-inch Transmission Main (Jack and Bore)	LF	380		
7	24-inch Butterfly Valves	EA	35		
8	Blow-off Assemblies	EA	25		
9	1-inch Combination Air/Vacuum Valves	EA	26		
10	Dual 3-inch ARV Assembly	EA	1		
11	Fill Stations	EA	3		
12	24-inch Customer Turnout	EA	5		
13	16-inch Customer Turnout	EA	2		
14	12-inch Customer Turnout	EA	5		
15	8-inch Customer Turnout	EA	1		
16	6-inch Customer Turnout	EA	12		
17	Asphalt Concrete Overlay (City of Marina)	SY	61,820		
18	Misc Asphalt Concrete Repairs (allowance for areas outside Marina)	SY	2,000		
19	All Weather Access Road - 6" Crushed Rock	SY	12,338		
20	Blackhorse Reservoir (excluding work covered by Items 21-24)	LS	1		
21	Over-Excavation and Backfill Beneath Blackhorse Reservoir	CY	26,049		
22	Allowance for Additional Over-Excavation and Backfill at Blackhorse Reservoir	ALW	1	\$50,000	\$50,000
23	Potable Water Backup Pumping System	LS	1		
24	Electrical Studies	LS	1		
25	Test Existing RW Pipe on CSUMB Campus and General Jim Moore Blvd	LS	1		
26	Marshall School Restoration	LS	1		
<b>Total of All Unit Price Bid Items</b>					\$

ALW=Allowance, CF=Cubic Foot, CY=Cubic Yard, DY=Day, HR=Hour, LF=Linear Foot, LS=Lump Sum, SF=Square Foot, SY=Square Yard

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and

final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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**Total of Lump Sum and Unit Price Bids = Total Bid Price**     \$ \_\_\_\_\_

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**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The items listed in Document 00 43 93, Bid Submittal checklist, are submitted with and made a condition of this Bid.

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

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By: \_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[Printed name]*  
*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[Printed name]*

Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices:

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Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's License No.: \_\_\_\_\_  
*(where applicable)*