

## COACHELLA VALLEY WATER DISTRICT

### 00 11 16 – NOTICE INVITING BIDS

#### 1.1 Submittal of Bids.

- A. Coachella Valley Water District, a county water district organized and existing under the laws of the State of California (“CVWD”), will receive bids **by electronic submission only** for the Replacement of Ion Exchange Treatment Plant No. 7991 (the “Project”), no later than **2:00 P.M. on June 15, 2023**, at which time or thereafter bids will be opened and read aloud. The electronic bid management system will not accept late bids. Bids shall remain valid for 60 Days after the bid opening date.

#### 1.2 Pre-Bid Conference

- A. A non-mandatory Pre-Bid Conference and Site Walk will be held at **the IXTP No. 7991 site located at 67050 Hammond Road, Mecca, California 92254** on the following date(s) and time(s): **May 23, 2023 at 9:00 A.M.** Prospective bidders **MAY NOT** visit the Site without making arrangements through the CVWD Representative.
- B. CVWD’s Representative will be present to discuss the Project. Bidders are not required to attend and participate in the conference. Any Addenda issued by CVWD in response to questions arising at the conference will be issued through Planet Bids. Oral statements may not be relied upon and will not be binding or legally effective.

#### 1.3 Bid Opening.

- A. Bids will be opened in public and read aloud at the closing time and place set forth above, as adjusted by CVWD.
- B. Bids shall be valid for 60 Days after the bid opening date.

#### 1.4 Bid Documents.

- A. Bids must be submitted on CVWD’s Bid Forms.
- B. Bidders may obtain a copy of the Contract Documents from [www.CVWD.org](http://www.CVWD.org), Click on ‘Business,’ ‘Bid Opportunities,’ and Click on the Planet Bids icon. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, CVWD shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room service.
- C. It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on Planet Bids. It is the responsibility of each prospective bidder to check Planet Bids on a daily basis through the close of bids for any applicable addenda or updates. CVWD does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on Planet Bids may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by Planet Bids. Please submit all questions and comments through Planet Bids.

1.5 Bid Security.

A. Each Bid must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of CVWD in an amount not less than ten percent (10%) of the Total Bid Price. The Bid Security must be submitted in hard copy directly to CVWD prior to the specified date and time for bid opening as set forth in the Instructions to and Information for Bidders.

1.6 Bonds.

A. The successful bidder will be required to furnish CVWD with Payment and Performance Bonds equal to 100% of the Contract Price. Bonds shall be on the forms included in the Contract Documents; CVWD will not accept bonds on any other form.

1.7 Retention.

A. CVWD will withhold retention in the amount of 5% of each progress payment.  
B. Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for funds withheld by CVWD to ensure his performance under the Contract.

1.8 Project Funding; Affirmative Steps Requirement.

The Project will be funded in whole or in part from the American Rescue Plan Act (ARPA) (Title VI of the Social Security Act Section 602 et seq.) Coronavirus Local Fiscal Recovery Funds (CLFRF) through an agreement with the County of Riverside, and is subject to the federal funding requirements set forth in the Federal Funding Provisions section of the Contract Documents.

Bidders must comply with all requirements associated with this funding source, including, but not limited to, 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award, as further set forth in Exhibit 1 of the Federal Funding Provisions section of the Contract Documents.

Bidders must provide their unique entity identifier on the Debarment and Suspension Certification. Unique entity identifier means the identifier required for System for Award Management (SAM) registration to uniquely identify business entities. CVWD may not award this Project to an entity unless the entity has provided its unique entity identifier.

1.9 Labor and Personnel.

A. Pursuant to section 1770, et seq. of the California Labor Code, the Contractor and all Subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and comply with all applicable Labor Code provisions, which include, but are not limited to the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

- B. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.
- C. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.
- D. Contractors and subcontractor(s) that are a Disadvantaged Business Enterprise shall submit proof of certification.

1.10 Licensing of Contractor.

- A. Unless otherwise provided in the Contract Documents, Contractor shall possess, at the time its Bid is submitted, at the time the Contract is awarded, and at all times when Work is performed, a valid license in accordance with the provisions of the Contractor's State License Law (Bus. & Prof. Code § 7000 et seq.) with the following license classification: The Prime Contractor must have a valid Class A General Engineering Contractor License, the Well Refurbishing Contractor must have a valid C-57 Water Well Drilling Contractor License, the MCC contractor must have a valid C-10 License, and the asbestos abatement contractor must have a valid C-22 License issued by the State of California.

1.11 Insurance for Acts of God

- A. The successful bidder shall provide Installation Floater/Builders Risk insurance including Acts of God for the total replacement cost of the Project, as described in Section 5 of the General Conditions.

1.12 Award of Contract.

- A. A Contract will be awarded to the responsible Bidder submitting the lowest responsive Bid. CVWD reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.
- B. If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid and all alternates.

1.13 No Substitutions.

- A. Pursuant to Public Contract Code section 3400(c), if CVWD has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions.

For further information, contact Jesse Aguilar, 760-398-2661, Ext. 2511, and [jaguilar@cvwd.org](mailto:jaguilar@cvwd.org).

**COACHELLA VALLEY WATER DISTRICT**

Dated: May 11, 2023

By: *Carrie Oliphant*  
Carrie Oliphant  
Director of Engineering

**END OF NOTICE INVITING BIDS**