

SECTION 00010

NOTICE INVITING BIDS

Notice is hereby given that sealed bids will be received by the Castro Valley Sanitary District (CVSan) in their office located at 21040 Marshall Street, Castro Valley, CA 94546-6020, at any time prior to **2:00:00 p.m. on Tuesday, July 25, 2023** for furnishing all labor, materials, equipment, and services for the construction of improvements designated as:

Inflow and Infiltration Reduction Project District Project No. 97 (2022-01)

Bids will be publicly opened, examined and declared on said day and hour, and will be referred to CVSan's Board of Directors for subsequent action.

A pre-bid conference will be held at 2:00 p.m. on Tuesday June 27, 2023, through virtual video conference. Please contact CVSan at (510) 756-4200 for virtual video conference details.

All of said work is to be done in accordance with the Contract Documents, at the places and in the particular locations, of the form, sizes and dimensions and of the materials, and to the lines and grades and at the elevations as shown on the Plans and Specifications made therefore and approved by CVSan.

The successful Bidder will have the opportunity to enter into a partnering agreement with CVSan. Partnering consists of a voluntary effort by all parties to develop joint goals and establish a cooperative rather than adversarial atmosphere while executing the Contract. The objective of partnering is effective completion of the work on schedule, within budget, and in accordance with the Contract Documents. Partnering shall commence and be conducted in accordance with industry practice.

Under California Laws and Regulations, CVSan shall inform all prime contractors of public works, to the extent feasible, of relevant public work requirements. Therefore, CVSan hereby advises all bidders that the successful bidder shall:

1. Employ the appropriate number of apprentices on the job site as set forth in California Labor Code 1777.5;
2. Provide workers' compensation coverage, as set forth in California Labor Code Sections 1860 and 1861;
3. Keep and maintain the records of work performed on the public works project, as set forth in California Labor Code Section 1812;
4. Keep and maintain the records required under California Labor Code Section 1776 which shall be subject to inspection pursuant to California Labor Code Section 1776 and California Code of Regulations, Division 1, Chapter 8, Subchapter 3, Article 6, Section 16400 (e); and

5. Be subject to other requirements imposed by law.

Bidders are hereby notified that, pursuant to the provisions of California Labor Code, Section 1770 et. seq., CVSan has obtained from the Director of the Department of Industrial Relations, the general prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays, and overtime work for public work projects of more than one thousand dollars (\$1,000) in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the contract. A copy of said prevailing rate of the per diem wage is on file at the offices of CVSan, 20211 Patio Drive, Suite 200, Castro Valley, CA 94546. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site. Bidders intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it. (Ref: http://www.dir.ca.gov/dlsr/statistics_research.html#PWD)

CVSan will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rates on file as aforesaid. The possibility of a wage increase is one of the elements to be considered by the contractor in determining his/her or its Bid and will not, under any circumstances, be considered as the basis of a claim against CVSan on the Contract.

The successful Bidder and its subcontractors shall employ workers which consistently display and demonstrate proper moral, ethical, and professional conduct to all fellow workers, employees and representatives of CVSan and other involved parties.

Pursuant to the provisions of California Labor Code Section 6707, each Bid submitted in response to this Notice to Contractors shall contain, as a Bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the Bidder warrants that its action does not convey tort liability to CVSan, the Design Consultant, the Construction Manager, and their employees, agents, and subconsultants.

Physical copies of the Contract Documents are now on file and available for public inspection at the CVSan's Capital Improvements Office, 20211 Patio Drive, Suite 200, Castro Valley, CA 94546 where they may be obtained for a non-refundable \$85.00 charge. Contract Documents will be mailed for an additional charge of \$10.00 per set.

Each Bid must conform and be responsive to the invitation, the Plans and Specifications, and all documents comprising the pertinent Contract Documents. Each Bid shall be presented under sealed cover and shall be accompanied by a certified check, cashier's check, cash or bidder's bond, made payable to CVSan, in an amount not less than ten (10) percent of the bid. The said check shall be given as a guarantee that the Bidder will execute the Contract in conformity with the form of agreement contained within the Contract Documents and will furnish bonds and insurance policies as specified within ten (10) days after notification of the award of the Contract to the successful Bidder.

Addenda issued during the time of bidding shall be covered in the Contractor's Bid and shall become part of the Contract Documents.

Bidders shall develop and submit bids at their own expense. CVSan will not reimburse any costs associated with the development and submittal of any and all Bids.

CVSan reserves the sole right to reject any and all Bids and to waive any informality in a Bid.

No Bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening thereof.

Any Bid protest must be submitted in writing to Castro Valley Sanitary District, 21040 Marshall Street, Castro Valley, CA 94546, by 4:30 p.m. of the 5th business day following the Bid opening. The initial protest document must identify the protestant and contain a complete statement of the basis for the protest with reference to any portion of the bid documents which the protestant relies on as the basis of the protest. The above time and content requirements are mandatory, and failure to comply therewith shall constitute a waiver of any further right to pursue a bid protest, including filing a Government Code claim or legal proceedings. Bid protests shall be acted upon by CVSan's Board of Directors.

At the successful Contractor's option, securities may be substituted for the required retention, in accordance with the provisions of Section 22300 of the State of California Public Contract Code.

In accordance with the provisions of California Public Contract Code Section 3300, CVSan has determined that the Contractor shall possess a valid Class A – General Engineering; Class C-34 – Pipeline Contractor; or Class C-42 – Sanitation System Contractor license.

In accordance with the provisions of California Business and Professions Code Section 7028.15, a Bid submitted to CVSan by a Contractor who is not licensed in accordance with Chapter 9 of the California Business and Professions Code shall be considered non-responsive and shall be rejected by CVSan.

The above-mentioned Project is a public work. Therefore, the prime contractor and all subcontractors for the Project must be registered with the California Department of Industrial Relations pursuant to the provisions of Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, or engage in the performance of any work under the Contract for the Project. (All code references herein are to California codes). A bid shall not be accepted nor any contract or subcontract be entered into without proof of the contractor's or subcontractor's current registration to perform public work pursuant to Labor Code Section 1725.5.

Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The prime contractor shall post jobsite notices as prescribed by regulation and the prime contractor and each subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner as specified in said Section 1771.4. Pursuant to Labor Code Section 1773.3, CVSan shall provide notice to the Department of Industrial Relations of the award of this Contract within 30 days of the award.

By: _____
Roland Williams, General Manager
Castro Valley Sanitary District

Date: _____

***** END OF SECTION *****

SECTION 00310**BID SCHEDULE****ARTICLE 1 – BASE BID**

Item	Description	Unit	Estimated Quantity	Unit Bid Price	Total Bid Price
1	Mobilization and Demobilization	LS	1	\$	\$
2	Traffic Control Systems and Construction Area Signs	LS	1	\$	\$
3	Excavation, Shoring, Paving a) Saw Cut Existing Sidewalk and Pavement b) Demo and Remove concrete sidewalk and AC Paving c) Excavate Boring Pits d) Excavate Active Service Laterals e) Excavate Open Trench f) Surface Repair g) Trench Backfill	LS	1	\$	\$
4	Water Pollution Control	LS	1	\$	\$
5	Sewer Flow Control (Includes Bypassing and Dewatering)	LS	1	\$	\$
6	Clear and Grub Easement and restoration of landscaping	LS	1	\$	\$
7	Potholing Existing Storm Drain	LS	1	\$	\$
8	Manhole Reconnections	EA	10	\$	\$
9	Service Lateral Reconnections	EA	49	\$	\$
10	Replace Existing VCP Sanitary Sewer with HDPE by Pipe Bursting	LF	1025	\$	\$
11	Remove Existing VCP Sanitary Sewer with HDPE or DIP in Open Cut Trench	LF	350	\$	\$

Name of Bidder: _____

12	Backfill @ Storm Drain Crossing with CLSM (Revokable if not needed)	CY		\$	\$
13	Replace ex. Storm Drain with PVC Pipe (Revokable if not needed)	LF		\$	\$
14	Add a concrete cap over replaced Storm Drain (Revokable if not needed)	CY		\$	\$
15	Add new Sewer Manhole (Revokable if not needed)	EA		\$	\$
16	Excavate Rock (Revocable if not needed)	CY		\$	\$
17	Extra Lateral Repair (Revocable if not needed)	EA		\$	\$
18	Removal of Sags or Joint Offsets for Pipe bursting Repairs (Revocable if not needed)	LF		\$	\$
19	Over Excavation and Special Trench Bedding (Revocable if not needed)	CY		\$	\$
				TOTAL BASE BID	\$

Total amount bid (the summation of bid items 1 through 11),

Base Bid for _____ dollars (amount in words)

\$ _____ (amount in \$).

Bid amount of each of the above Bid Items must be filled in and completed.

Bid items shall be as specified in Section 01025, MEASUREMENT AND PAYMENT, and in the Contract Documents.

***** END OF SECTION *****

SECTION 00310**BID SCHEDULE****ARTICLE 2 – DEDUCTIVE ALTERNATIVE BID****SANTA MARIA AVENUE AND SHELDON COURT**

Item	Description	Unit	Estimated Quantity	Unit Bid Price	Total Bid Price
101	Mobilization and Demobilization	LS	1	\$	\$
102	Traffic Control Systems and Construction Area Signs	LS	1	\$	\$
103	Excavation, Shoring, Paving a) Saw Cut Existing Sidewalk and Pavement b) Demo and Remove concrete sidewalk and AC Paving c) Excavate Boring Pits d) Excavate Active Service Laterals e) Excavate Open Trench f) Surface Repair g) Trench Backfill	LS	1	\$	\$
104	Water Pollution Control	LS	1	\$	\$
105	Sewer Flow Control (Includes Bypassing and Dewatering)	LS	1	\$	\$
106	Clear and Grub Easement and restoration of landscaping	LS	1	\$	\$
107	Potholing Existing Storm Drain	LS	1	\$	\$
108	Manhole Reconnections	EA	0	\$	\$
109	Service Lateral Reconnections	EA	3	\$	\$
110	Replace Existing VCP Sanitary Sewer by open trench	LF	95	\$	\$
111	Backfill @ Storm Drain Crossing with CLSM (Revokable if not needed)	CY		\$	\$

Name of Bidder: _____

112	Replace ex. Storm Drain with PVC Pipe (Revokable if not needed)	LF		\$	\$
113	Add a concrete cap over replaced Storm Drain (Revokable if not needed)	CY		\$	\$
114	Add new Sewer Manhole (Revokable if not needed)	EA		\$	\$
115	Excavate Rock (Revocable if not needed)	CY		\$	\$
116	Extra Lateral Repair (Revocable if not needed)	EA		\$	\$
117	Removal of Sags or Joint Offsets for Pipe bursting Repairs (Revocable if not needed)	LF		\$	\$
118	Over Excavation and Special Trench Bedding (Revocable if not needed)	CY		\$	\$
				TOTAL BASE BID	\$

Total amount bid (the summation of bid items 100 through 110),

Deductive Alternate Bid for _____ dollars (amount in words)

\$ _____ (amount in \$).

Deductive Alternate Bid amount of each of the above Bid Items must be filled in and completed.

Deductive Alternate Bid items shall be as specified in Section 01025, MEASUREMENT AND PAYMENT, and in the Contract Documents.

***** END OF SECTION *****

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

Inflow & Infiltration Reduction Project

Under this contract, the work includes the following aspects

- A. Spot repair of 6-inch main on Santa maria Avenue near Lorena Avenue.
- B. Spot Repair of 8-inch main on Sheldon Court near Veronica Avenue.
- C. Replace existing 6-inch VCP main with new 8-inch HDPE main by pipe bursting on Kinney Court.
- D. Replace existing 6-inch VCP main with new 8-inch HDPE main by pipe bursting on Omega Avenue.
- E. Replace existing 6-inch VCP main with new 8-inch DIP main on Topaz Court via open trench.
- F. Replacement of existing 6-inch with new 8-inch HDPE by pipe bursting on Cameron Street.

1.02 WORK SEQUENCE AND CONSTRAINTS

Project repairs at each site shall be done consecutively, with no more than one project site being affected at one time. Repair work at each project site must be completed prior to starting on a subsequent project site unless authorization is obtained from CVSan's Construction Manager. Contractor shall complete all full line replacement projects first, followed by the point repair projects by region shown in the plans.

The sanitary sewer system operation shall be maintained throughout the construction work. Limited interruptions of sewer service to complete connections and for other work must be approved by the Construction Manager. When performing sewer lateral reinstatement, service connections shall be reestablished to each user as quickly as possible, and shall not exceed four (4) hours from the initial disconnection of the sewer lateral from the sewer main or from the initial service interruption to the user.

Work hours for weekdays shall be defined as the following unless otherwise approved by CVSan: Work shall be done between the daytime hours of 7:00 a.m. and 4:00 p.m. in the public right of way or as otherwise specified by Alameda County Public Works after obtainment of the Encroachment Permit. Hours for closures of traffic lanes for work in the public right of way will be as specified in the County Encroachment Permit.

- A. Discharging
- B. Bypassing

Bypassing or discharging of untreated or partially treated sewage to surface waters or drainage courses is prohibited during construction. In the event accidental bypassing or discharging is caused by the Contractor's operations, CVSan shall immediately be entitled to employ others to stop the bypassing or discharging without giving written notice to the Contractor. If a contractor-initiated bypass occurs, Contractor shall pay all expenses incurred by CVSan and any fines imposed by State and Federal agencies, courts, and third party suits.

C. Not Used

D. Specific Sequence and Constraints

The Contractor shall note that only certain structures, tie-ins and constraints are addressed in this section. All work, whether or not addressed here, shall be governed by applicable parts of this section and schedules and procedures further submitted for approval.

The Contractor shall include all work described in this section in the construction schedule. The sequence and constraints identified in this section shall be followed in the construction of the Work. However, alternatives to these sequences and constraints may be submitted by the Contractor for review by the Construction Manager.

Specific Sequences and Constraints:

1. Service shall be maintained at all times in the sanitary sewer system, except where Construction Manager has approved in writing a temporary planned service outage to be performed by the Contractor.

1.03 OCCUPANCY REQUIREMENTS (NOT USED)

1.04 CVSAN FURNISHED MATERIALS (NOT USED)

1.05 TRENCH EXCAVATION

The maximum length of trench excavation in advance of the pipe laying operation shall be 300 lineal feet, and the maximum amount of trench remaining open without backfill shall be 50 feet. No trench in public areas shall be left open during periods when the Contractor is not at the site of work. Trenches in these areas shall either be backfilled and temporarily paved, where applicable, or covered with steel trench plates as specified in Section 02200 EARTHWORK.

1.06 WORK UNDER OTHER CONTRACTS

- A. CVSan, utilities, and others may perform activities within Project area while the Work is in progress. Schedule the Work with CVSan, utilities, and others to minimize mutual interference.
- B. Not Used

1.07 WORK PERCENTAGES

The Contractor shall perform at least seventy-five (75) percent of the Contract bid amount. This portion of work shall encompass the performance of work by the Contractor's forces and equipment and the procurement of materials and equipment by the Contractor.

Subcontractors shall not be responsible for the performance of any work or procurement of materials and equipment within the above Contractor's work percentage allotment.

1.08 UNDERGROUND FACILITIES

The Contractor shall exercise care in all excavations to avoid damage to existing underground facilities. This shall include potholing or hand digging in those areas where underground facilities are known to exist until they have been sufficiently located to avoid damage to the facilities.

Prior to fabrication of any materials, the Contractor shall verify the location and elevations of existing underground piping, utilities and facilities, to ensure proper connection and/or clearance.

The Contractor shall exercise care in maintaining those pipes and facilities to be abandoned and/or removed which are required for the continuing operation of the existing facilities until such time as they can be abandoned. The Contractor shall exercise extreme caution in working in any area adjacent to existing facilities. It is essential that the existing facilities be maintained in service until the new work is ready for full time operation and is placed in service.

No additional compensation shall be provided to the Contractor for compliance with the provisions of this section or for the damage and repair of facilities due to the lack of such care.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

*****END OF SECTION*****