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**Invitation to Bid (ITB) #19102
Valve Can Replacement and Adjusting Services
Period of Performance July 1, 2018 through June 30, 2019**

This Invitation to Bid dated April 4, 2018 is being issued to receive bids by the Purchasing Officer, Brian K. Jackson, Contra Costa Water District (District), 1331 Concord Avenue, Concord, California, until **9:30 A.M., Thursday, April 26, 2018** to replace and adjust valve cans and covers in the cities of Walnut Creek, Martinez, Pacheco, Pleasant Hill, Concord, Port Costa, and Clyde areas for fiscal year 2019 (FY19), beginning on July 1, 2018 through June 30, 2019, and a priced optional 12-month extension period for fiscal year 2020 (FY20), from July 1, 2019 through June 30, 2020, to be exercised at the District's sole discretion. Proposal priced option sheet(s) must be included for FY20, the optional 12-month extension, for the proposal package to be considered a complete submission. The District will evaluate both one-year and two-year pricing and will determine what appears to provide the best value to the District.

The District has provided a copy of its Purchase Order Terms and Conditions which will be utilized for this project. Please take note of its content, no negotiations of terms and conditions will be considered. No additional contractual documents may be submitted or considered. Submittal of bid constitutes acceptance of District terms and conditions.

The District has included a General Provisions attachment which helps describe various provisions related to the District's bid and proposal processes. Please read them carefully. If you have any questions, please contact the Purchasing Officer via email at bjackson@ccwater.com.

No faxed or email bids will be accepted. Bidders must also provide with their hard copy bid (paper) an electronic version on a flash drive containing all required documentation in Word/Excel PDF format.

At its option, the District reserves the right to contract with one or more contractors, in order to provide the optimum level of service and value to the District. All Contractors must be in possession of the appropriate contractor's license or certifications. All District inspections performed must be under current prevailing wage schedules as set forth by the Department of Labor Services.

The successful contractor will be required to provide all appropriately certified personnel, tools, and equipment necessary to correctly perform the required inspections.

A handwritten signature in black ink, appearing to read "B. Jackson", is written over a horizontal line.

Brian K. Jackson
Purchasing Officer
Contra Costa Water District

Bids must be prepared in accordance with the following attachments:

- Attachment A: Scope of Work
- Attachment B: Pricing Sheet
- Attachment C: CCWD Standard Detail SD-6 Valve Can Assembly
- Attachment D: Purchase Order Terms and Conditions
- Attachment E: Bid Guarantee Form
- Attachment F: CCWD Contractors' Safe Practices Handbook
- Attachment G: Insurance Compliance Samples

SCOPE OF WORK

The contract will include the adjusting of valve cans in varying locations throughout Walnut Creek, Martinez, Pacheco, Pleasant Hill, Concord, Port Costa, and Clyde areas.

The work to be done under these specifications and the accompanying plans consists of furnishing all labor, material (Contra Costa Water District [CCWD] will provide all Christy, G05 Traffic Boxes, and lids, and 8" PVC pipe for raising), accessories, equipment, and performing all operations necessary to adjust the traffic boxes for asphalt grinding and raising to the final grade. Care shall be taken to adjust the traffic boxes to the proper grade so the final riding surface is smooth and free of bumps and it conforms to the grade of the adjoining pavement. Any traffic box not satisfying these requirements shall be redone to the satisfaction of CCWD. All repaired and backfilled paving shall be HPC (High Performance Cutback).

The traffic boxes shall be brought to grade in accordance with the drawings shown in CCWD Standard Detail SD-6 STANDARD 8" VALVE CAN ASSEMBLY ADJUSTMENT. The traffic box to grade item also includes vacuuming all debris from the valve can so the valve nuts are clear and free of debris, insuring the traffic box is straight and undamaged.

All streets, roads, and other public thoroughfares which are closed to traffic, under the authority of a proper permit, shall be protected by means of effective barricades on which shall be placed acceptable warning signs. Traffic control devices shall comply with the "Manual of Uniform Traffic Control Devices" as set forth by the U.S. Department of Transportation and Federal Highway Administration. All barricades and obstructions shall be illuminated by means of amber lights or reflectorized sheeting for nighttime hours if applicable.

The contractor is responsible for obtaining all permits and paying all permit costs, determining the exact location of existing utilities and related USA locates that affect the lowering and raising of the traffic boxes. The valve can adjustments must be coordinated with the District's inspector, city inspectors and their approved contractors to complete work without delay according to their schedule. Final adjustment of the traffic boxes to grade must be completed within 15 days of being paved over, unless prior approval is provided by the District. All asphalt must be cut using a circular core bit. Soil adjacent to the valve can must be excavated or probed with safe non-powered hand tools only (hand trowels, digging bar, or fiberglass probe, etc.).

Resurface with 4 inches of Asphalt Concrete around District Valve Cans

Bid Item one includes, but is not limited to: obtaining insurance and bonds; the moving onto the site of all materials and equipment; furnishing and erecting temporary construction facilities and traffic controls; site preparation; layout of work; saw cutting, removal of existing or temporary asphalt and materials, tools, equipment, and labor to resurface with 4 inches of asphalt concrete around District valve cans, complete in place. Contractor's payment for each 4-inch thick asphalt concrete installed around District valve cans shall at the Unit Price provided for this Bid Item.

Resurface with 12 inches of Asphalt Concrete around District Valve Cans

Bid Item 2 includes, but is not limited to: obtaining insurance and bonds; the moving onto the site of all materials and equipment; furnishing and erecting temporary construction facilities and traffic controls; site preparation; layout of work; saw cutting, removal of existing or temporary asphalt and materials, tools, equipment, and labor to resurface with 12 inches of asphalt concrete around District valves cans, complete in place. Contractor's payment for each 12-inch thick asphalt concrete installed around District's valve cans shall be at the Unit Price provided for this Bid Item.

Valve Can Adjusting

Bid Item 3 includes, but is not limited to: obtaining insurance and bonds; furnishing and moving onto the site of all equipment and materials; furnishing and erecting temporary construction facilities and traffic controls; site preparation; layout of work; and materials, tools, equipment, and labor to adjust the height of a valve can per CCWD Standard Detail SD-6 not included in other Bid Items. Contractor's payment for adjusting the valve can shall be per each valve can completed per the Unit Prices provided for this Bid Item, without any limitations as to the maximum or minimum quantity.

The work for this bid items includes furnishing all material (CCWD will provide traffic boxes and lids, and 8" PVC pipe), accessories, equipment, aggregate base, asphalt concrete, high-performance cold patch asphalt and performing all operations necessary to adjust the valve cans for asphalt grinding and to the final grade. Prior to lowering the valve cans, the location of each cans will be clearly marked by GPS and distance to the curb, this information will be given to CCWD to locate in case of an emergency. Care shall be taken to adjust the valve cans to the proper grade to the adjoining pavement. Any valve can, not satisfying these requirements shall be redone at the satisfaction of CCWD. Valve cans shall be flush with the finished pavement surface.

The valve cans shall be brought to grade in accordance with CCWD Standard Detail SD-6, Standard 8" Valve Can Assembly. Sheet 1 of 2 is for new valve can installations and Sheet 2 or 2 is for valve can adjustments (lowering, raising and replacing existing valve cans). Work includes all traffic control/permits, vacuuming all construction debris and dirt from the valve can, insuring it is straight and undamaged, and insuring it does not impede operation of the valve. The contractor is responsible for determining the exact location of existing utilities that affect adjusting the valve can. A USA locate must be acquired prior to saw cutting. All asphalt concrete must be cut using a circular bore bit. Soil adjacent to the valve can must be excavated or probed with safe non-powered hand tools only (hand trowels, digging bar, fiberglass probe, etc.).

Pricing Sheet FY19

Bid Item	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Resurface with 4 inches* of asphalt concrete around District valve cans; Price includes adjusting for asphalt grinding and raising to final grade; complete in place	EA			
2	Resurface with 12 inches* of asphalt concrete around District valve cans; Price includes adjusting for asphalt grinding and raising to final grade; complete in place	EA			
3	Price per valve can adjustment (for asphalt grinding and raising to final grade)	EA			

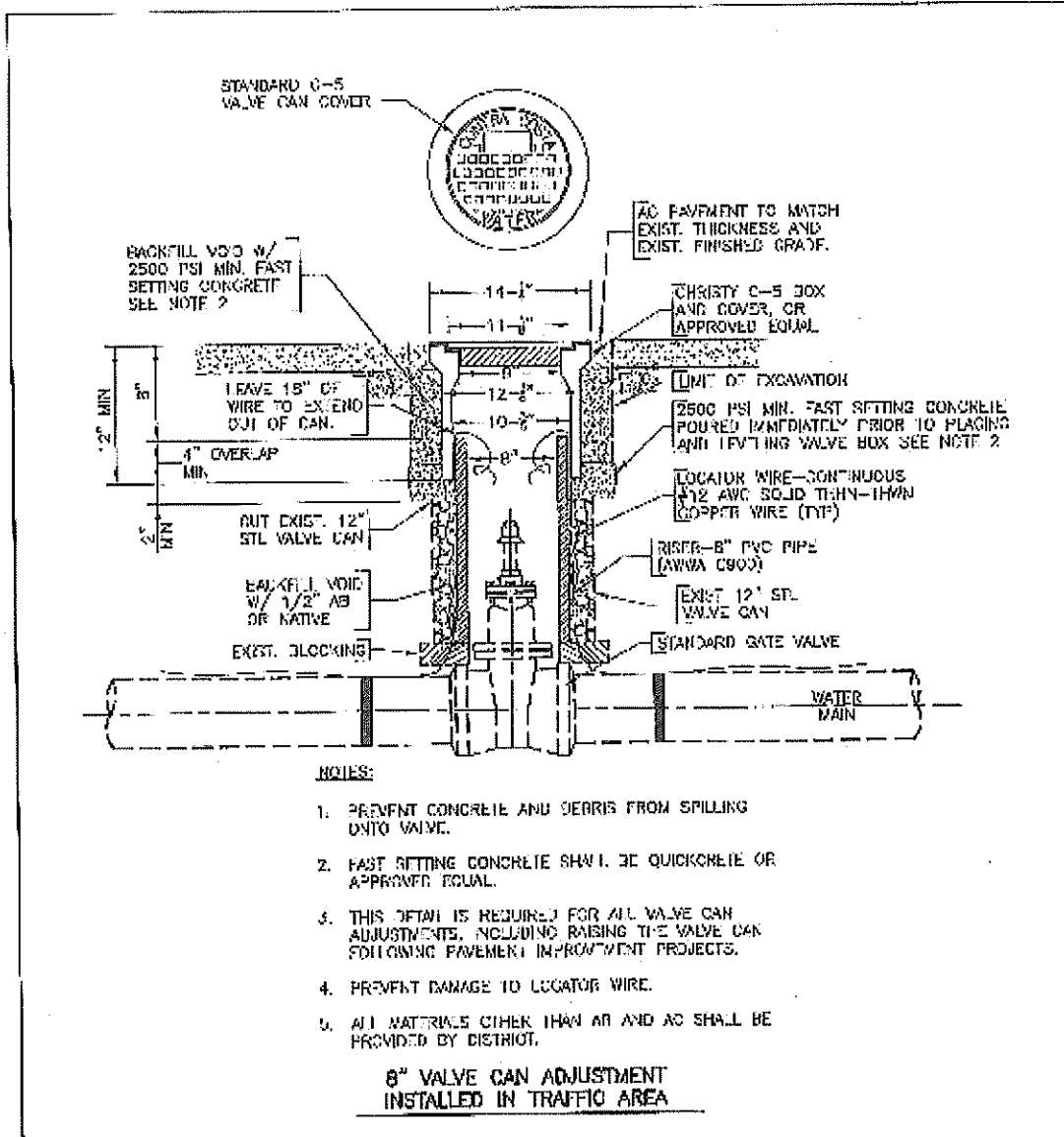
*All measurement for thickness is for final product.

Pricing Sheet FY20

Bid Item	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Resurface with 4 inches* of asphalt concrete around District valve cans; Price includes adjusting for asphalt grinding and raising to final grade; complete in place	EA			
2	Resurface with 12 inches* of asphalt concrete around District valve cans; Price includes adjusting for asphalt grinding and raising to final grade; complete in place	EA			
3	Price per valve can adjustment (for asphalt grinding and raising to final grade)	EA			

*All measurement for thickness is for final product.

CCWD Standard Detail SD-6 Valve Can Assembly



		STANDARD DETAIL		
REV.	DESCRIPTION	DATE	TITLE:	APPROVED DATE: STD. DETAIL NO. SD-6 REV. 0
0	ISSUED FOR DISTRIBUTION	11/29/10	STANDARD 6" VALVE CAN ASSEMBLY ADJUSTMENT	
	ENGINEERING REVIEW:		CAN FILE: SD085270.DWG SCALE: NONE	
	CONSTRUCTION REVIEW:		DATE: 11/29/10 SHEET: 2 OF 2	
	0 & V REVIEW:			
APPROVED FOR USE:				

TERMS AND CONDITIONS

Attachment D

Compensation: By accepting this Purchase Order (PO), the Contractor/ Vendor (Vendor) agrees to receive and accept the prices shown as full compensation for furnishing all materials and for doing all the work contemplated and embraced in the order; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by Contra Costa Water District (CCWD) and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work and the whole thereof, in the manner according to the requirements of CCWD's inspection.

Vendor shall state its discount terms on invoices. Delay caused by correction of errors and omissions shall extend the discount period and shall be just cause for withholding settlement without loss of cash discount by CCWD. This order or any payment due thereunder is not assignable by Vendor without written approval of CCWD. Full payment shall be made for acceptance materials within 45 days after receipt of invoice.

F.O.B.: Unless otherwise specified, all shipments are Free-On-Board delivered to the location shown on the Purchase Order. A copy of the receipted freight bill MUST accompany the invoice when freight is authorized to be prepaid and added to invoice.

Substitutions: Substitutions, changes, and prices other than specified above must be authorized in writing by CCWD.

Contract: The PO, and any referenced attachments, when accepted by Vendor, either in writing or shipment of all or any portion of the material, or the commencement of performance of any portion of the services covered hereunder, constitutes the entire contract between Vendor and CCWD concerning its subject matter; and neither any contrary or additional conditions specified by Vendor nor any subsequent amendment or supplement shall have any effect without CCWD's written approval.

Indemnification – Vendor shall indemnify, hold harmless and defend the Contra Costa Water District (CCWD), and each of its officers, Directors, officials, employees, volunteers and agents from any and all loss, claims, demands, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CCWD, the Vendor or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of performance of the contract. The Vendor's obligations under the preceding sentence shall apply regardless of whether CCWD or any of its officers, directors, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability fines, penalties, forfeitures, cost or damages caused solely by the active negligence or by the willful misconduct of the CCWD. If Vendor should subcontract all or any portion of the work to be performed under this agreement, Vendor shall require each subcontractor to indemnify, hold harmless, and defend the CCWD, its officers, Directors, officials, employees, volunteers and agents in accordance with the terms of the preceding paragraph:

Contractor's Licensing Laws: All contractors shall be licensed in accordance with the laws of the State of California.

Permits or Licenses: The Vendor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

Taxes: Unless otherwise provided herein or required by law, Vendor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, or charges of any kind now or hereinafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remuneration paid to persons employed in connection with the performance of this P.O.

Safety: All equipment, materials and services shall comply with all Federal, State and local safety rules and regulations including those imposed by the Occupational Safety and Health Administration (OSHA), and all work performed on CCWD premises shall comply with the CCWD Contractor Safe Practices Handbook.

Independent Contractor: Vendor is an independent Contractor/ Supplier retained by CCWD to provide goods and/or perform the work described herein. All personnel employed by the Vendor, including subcontractors and personnel of said subcontractors approved by CCWD, are not and shall not be deemed to be employees of CCWD. The Vendor and approved subcontractors shall comply with all State and Federal laws pertaining to employment and compensation of their employees or agents, including the provision of Worker's Compensation. CCWD shall not under any circumstances be liable to Vendor for any person or persons acting for Vendor for any death, injury, property destruction, or damage received or claimed relating to or resulting from the activities undertaken pursuant to this P.O.

Warranty: Vendor warrants that the goods specified in this P.O. shall be free from defects in design, material, and workmanship. The goods specified in this P.O. shall not be deemed accepted until after inspection within a reasonable time after arrival at the delivery location specified on the P.O. Vendor warrants that the goods specified in this P.O. will be fit for the purposes for which they were sold to CCWD.

Attorney's Fees: If a lawsuit is filed to enforce the terms hereof, the prevailing party will be entitled to an award of attorney's fees.

Prevailing Wages: Pursuant to Section 1773.2 of the Labor Code, a copy of which is on file with CCWD, Vendors performing public work shall pay prevailing per diem wages.

Insurance: Vendors performing work for CCWD shall provide proof of insurance, in amounts not less than those specified, for the following: Comprehensive General Liability \$1,000,000 per occurrence; Worker's Compensation: statutory coverage required; Commercial Auto Liability: \$1,000,000 per accident for bodily injury and property damage, endorsed for "any" auto. Please note that in addition to the certificate of insurance, an endorsement must be provided to name the *Contra Costa Water District, its officers, agents, and employees as "Additional Insured"*. The certificate of insurance can be a master certificate, to cover all work done during the year, or a single purpose certificate to cover one specific project/job.

BID GUARANTEE

TO THE CONTRA COSTA WATER DISTRICT, CONCORD, CALIFORNIA:

Pursuant to the foregoing bid notice to bidders, the undersigned bidder herewith submits a bid on the bid sheet or sheets attached hereto and made a part hereof, and binds himself/herself on award by the Contra Costa Water District (District) under this bid to execute in accordance with such award a contract, of which this bid and the said notice to bidders and the specifications attached to the notice to bidders shall be a part.

The bidder further agrees that should the bidder withdraw this bid/proposal in a manner other than provided for in the specifications, or his/her default in executing the contract, {providing the necessary insurance and bonds}, or timely provision of {materials} {equipment} {services} under said contract in a manner satisfactory to District, the bidder/proposer shall pay any and all additional cost incurred by District in obtaining the {materials} {equipment} {services} from another firm.)

Signature: _____

Address: _____

(Corporate Seal)

Nature of firm (corporation, partnership, etc.) and names of individual members of the firm, or names and titles of officers of the corporation.

Corporation organized under the laws of the state of:

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/01/2009
PRODUCER Insurance Company Somewhere, USA	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED COWD Contractor 128 Bailey St Townville, CA	INSURERS AFFORDING COVERAGE	NAIC#
	INSURER A: Ace Insurance Company	
	INSURER B: Valley Insurance Services	
	INSURER C:	
	INSURER D:	

COVERAGES:
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Deductible \$5,000 GEN'L AGGREGATE LIMIT AMOUNT PER POLICY: <input type="checkbox"/> PROJ <input type="checkbox"/> LOG	ABC2456789	05/01/09	05/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ed occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
B AUTOMOBILE LIABILITY ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY ANY AUTO EXCESS/UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION: \$	FGJ166699912	05/01/09	05/01/10	COMBINED SINGLE LIMIT (Ed occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A EMPLOYERS' LIABILITY AND DISABILITY BENEFITS ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WONVR785634	05/01/09	05/01/10	EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$

Sample

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Contra Costa Water District, its officers, agents, and employees are named as additional insured.
 **Insurance agents/brokers often add the above statement. This statement is not sufficient; an additional insured endorsement document must also be provided.

CERTIFICATE HOLDER Contra Costa Water District 1331 Concord Avenue Concord, CA 94524	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Ralph Kramer
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who is insured is amended to include as an additional insured any person or organization which is available to you in writing when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf.

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare, or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
 - b. Supervisory, inspection, architectural, or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.