

SOUTHERN SAN JOAQUIN MUNICIPAL UTILITY DISTRICT

Kern County, California



NOTICE TO PLANHOLDERS

Attached is

Addendum No. 3

to Specification No. SSJMUD 25-01

for constructing the

DRIVER ROAD PIPELINE PROJECT

SIGN AND RETURN THIS NOTICE WITH YOUR PROPOSAL



3/3/2025

Date: March 3, 2025

Firm Name _____

By _____

Title _____

Date _____

By signing the cover sheet, Contractor certifies that it has reviewed the contents of the subject addendum and that its proposal has been prepared taking into consideration the changes made by said addenda.

SOUTHERN SAN JOAQUIN MUNICIPAL UTILITY DISTRICT

ADDENDUM NO. 3

TO THE SPECIFICATIONS NO. 25-01 for the DRIVER ROAD PIPELINE PROJECT

The Specifications No. 25-01 is hereby changed and/or clarified as follows.

1. Specification Changes

a. Notice Inviting Bids

- i. The last day for questions is revised to March 6, 2025 at 5:00 p.m. On page A-7, replace the last paragraph in section A-12 in entirety with the following.

“The District may amend any provision or part of the Specifications at any time prior to three days before closing time, provided that the closing time set forth may be extended by District at any time prior to said closing time. Such amendments, if any, will be in the form of addenda which will be issued simultaneously to all persons who have obtained a copy of the Contract Documents from the contact above, and are on the planholder’s list. Addenda will be emailed ONLY to all parties recorded by the Engineer as having received the Contract Documents. If you wish to receive addenda by some means other than email, please advise the Engineer immediately. Questions received after March 6, 2025, at 5:00 p.m. will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or responses will be without legal effect and are not to be relied upon by the Bidders unless they are integrated into the written Contract Documents.”

2. Attachments

- a. Planholders List
- b. Specifications
 - i. Notice Inviting Bids

Southern San Joaquin Municipal Utility District
 SSJMUD 25-01 – Driver Road Pipeline Project
 Planholders List – Addendum 3

COUNT	ISSUED TO	CONTACT
-	Kern County Builders Exchange	sgeissel@kcbex.com admin@kcbex.com
-	Dodge Data and Analytics	dodge.bidding@construction.com support@construction.com projectdata@construction.com
	ConstructConnect	maria.delfino@constructconnect.com
1	W. M. Lyles Co.	Scott Fults sfults@wmlylesco.com
2	MAC General Engineering Inc.	Nathan Delk ndelk@macgeneralengineering.com
3	Superior Ag Construction	Donna Alexander superioragconstructioninc@yahoo.com
4	Westberry Construction, Inc.	Will Westberry westberryconstruction@yahoo.com
5	Hartzell General Engineering Contractor, Inc.	Charles Hartzell charles@hartzellco.com
6	Laurel Ag & Water	Curtis Lutje clutje@laurel-ag.com
7	Todd Co.	Jared Steele flo@jt2inc.com
8	Nicholas Construction, Inc.	Alex Silicz alex@nicholasconstructioninc.com
9	West Valley Construction	Leandro Bontogon lbontogon@wvcc.com
10	Phoenix Boring Inc	Thomas K. Egan thomas@phoenixboring.com
11	Pacific Boring	Ted Miller ted@pacificboring.com

**SECTION A
NOTICE INVITING BIDS**

SOUTHERN SAN JOAQUIN MUNICIPAL UTILITY DISTRICT
Kern County, California

FOR CONSTRUCTING THE
Driver Road Pipeline Project
SPECIFICATIONS NO. SSJMUD 25-01

A-1 Invitation for Bids

NOTICE IS HEREBY GIVEN that sealed bids will be received by the SOUTHERN SAN JOAQUIN MUNICIPAL UTILITY DISTRICT, hereinafter referred to as the District, for furnishing all labor, services, materials, tools, equipment, supplies, and facilities necessary therefore, transportation, utilities, and all other items as provided in the Contract Documents for the acceptable completion of the work described in Section A-4, together with all appurtenances thereto, in strict accordance with the Plans and Specifications on file at the office of the District.

Bids shall be made in accordance with the prevailing rate of per diem wages for this locality and project as determined by the ~~Director-Department~~ of Industrial Relations pursuant to Labor Code Section 1770 et seq., and the Davis-Bacon Act, whichever is greater. A copy of the prevailing wage determination issued by the Department of Labor current as of the publishing of this solicitation is included in the appendix. Prevailing wage schedules for Kern County are available from the Department of Industrial Relations-Division of Labor Statistics & Research via the internet at www.dir.ca.gov. Davis-Bacon Act wages can be found at www.dol.gov.

The Contractor, its Subcontractors and Suppliers will be required to comply with all applicable State and Federal requirements, including, without limitation, those specifically identified in any Grant Agreement. This Project is being funded in part by a Federal grant from the Bureau of Reclamation (Reclamation) WaterSMART Drought Response Program: Drought Resiliency Projects.

A-2 Submitting Bids and Bid Opening

Bids will be received at the offices of the District, 11281 Garzoli Avenue, Delano, CA 93215, until 2:00 p.m. on ~~February 26~~ **March 13, 2025**, at which time and place the bids will be publicly opened and read aloud. Bids shall be timely submitted in sealed envelopes marked as directed in Section A-13. Facsimile and electronic bids will not be accepted. It is the sole responsibility of the bidder to ensure that their bid is received in proper time and at the proper location and in the proper format. Facsimile bids will not be accepted. Bids received after said deadline time will be returned unopened to the bidder.

A voluntary pre-bid conference will be held at 10:00 a.m. on February 5, 2025, at the offices of the District, 11281 Garzoli Avenue, Delano, CA 93215.

A-3 Location of the Work

The work to be constructed hereunder is located within Kern County, in the vicinity of Delano, California.

A-4 Description of Work

The description of the work is as follows:

Base Contract (Driver Road Pipeline Project):

1. Construct a new PVC waterline from the USBR Lateral 119.6 on Bassett Avenue to the existing groundwater recharge spreading basins west of Driver Road. Connect the pipeline to the existing Lateral 119.6-1.5S south of 9th Avenue
2. Abandon in place the existing USBR Lateral 119.6-1.5S from Bassett Avenue to 9th Avenue.
3. Connect several existing turnouts from Lateral 119.6-1.5S to the new PVC pipeline.

Optional Work (Driver Road Pipeline Project):

4. Construct a new PVC waterline from the new Driver Road Pipeline to SSJMUD Giumarra Spreading Basin Project south of 9th Avenue.

The work is described in the Technical Specifications and plans.

A-5 Classification of Contractors License / Contractor Registration

Pursuant to Public Contract Code section 6100(b), any contractor, subcontractor, and/or specialty contractor, as defined under Business and Professions Code section 7026, submitting a proposal shall possess, at the time the Contract is awarded, that classification of contractor's license required by law to enable the contractor to perform the Work contemplated under the Contract Documents, as more specifically set forth in the Specifications. Contractors shall provide the District with their Contractor's license number and expiration date as provided in the Proposal.

No contractor or subcontractor may bid or be listed on a bid proposal unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded the contract for the Project or engage in Work on the Project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

A-6 Award of Contract

Each bid shall be made on the proposal forms furnished by the District and shall be in accordance with the Contract Documents. The Proposal Bidding Schedule includes places to enter bid prices for each of the various items of work. Bidders will be required to submit prices for all the items on the bid-schedule Proposal Bidding Schedule, including the Optional Item (No. 12). Award of the Contract, if made by the District, will be to the responsible Bidder submitting the lowest responsive Bid Proposal on the basis of the prices in the Base-Bid- Base Contract plus the Optional Item (Item No. 1 through Item No. 12), in accordance with California Public Contract Code Section 20103.8(a). See Section B-17 for further particulars of the bidding and basis of award.

Proposals will be accepted until the date and time specified in the Notice of Inviting Bids. The Contract will be awarded as soon as practicable to the lowest responsible bidder that has submitted a responsive bid, price and other factors considered, provided its Bid is reasonable and is in the best interest of the District to accept.

The District reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsive and responsible bidder and reject all other bids. Refer to Paragraph B-3 for information regarding "Responsible Bidder" and submission of a "Responsive Bid".

The successful Bidder will be notified in writing by District of the Award of Contract within 30 days after opening of Bids. Accompanying the Notice of Award will be a copy of the Agreement, which successful Bidder will be required to execute properly and return to District, together with properly executed Performance Bond, Payment Bond, Certificates of Insurance and Endorsement, and Non-Collusion Affidavits, all within 10 days after date of receipt of such Notice of Award. District will promptly determine whether such Contract, Bonds, and Certificates of Insurance and Endorsement are as required by the Specifications and, upon such determination, will forward a fully signed copy of the Contract to successful Bidder.

A-7 Site Conditions

Each bidder shall carefully examine the Plans, read the Specifications and the forms of the Contract Documents, and may visit the site of the proposed work to fully inform himself as to all existing conditions and limitations that may affect the execution of work under the Contract, and each such bidder shall include in the prices bid the cost of all incidentals and appurtenances. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document, or his failure to visit the worksite and acquaint himself with conditions at the construction site, shall in no respect relieve any such bidder from any obligation imposed by his bid or by the Contract. The submittal of a bid shall be taken as prima facie evidence of compliance with all instructions contained herein.

A-8 Certified Checks and Bonds

Each bid shall be under sealed cover and must be accompanied by a Bidder's Bond in the form of either cash, a certified or cashier's check, or by a corporate surety bond on the form furnished by the District and made payable to the Southern San Joaquin Municipal Utility District as a guaranty that the bidder will, if an award is made to him in accordance with the terms of his bid, promptly secure worker's compensation insurance, liability insurance, and any other insurance required by the Contract Documents, execute a contract in the required form, and furnish satisfactory bonds for the faithful performance of the Contract and for the payment of claims of all persons supplying labor and materials for the construction of the work. Should the successful bidder fail to so perform, the District shall be entitled to retain the moneys represented by said check or bond as liquidated damages on account of the delay and inconvenience occasioned to the District, it being expressly agreed and understood that the amount of said check or bond

constitutes reasonable damages and that it is impracticable or extremely difficult to ascertain actual damages. Said cash, check or Bidder's Bond shall be in an amount not less than five percent (5%) of the amount of the bid. The District reserves the right to reject any bond, if in the opinion of the Engineer or the District's attorney, the Surety's acknowledgment is not legally sufficient. All sureties utilized by bidders shall be legally qualified to do business in the State of California, shall carry a current Best's Insurance Guide rating of "A" or better, Class X or better, and shall furnish such reports as to their financial condition, from time to time, as may be requested by the District, including the Financial Statement of Bonding Company furnished with the Bond. The premiums for all said bonds shall be paid by the bidder. If any surety becomes unacceptable to the District in the absolute judgment and discretion of the District, then the bidder/contractor shall promptly furnish at its own expense such additional bonds as may be required by the District to protect the District's interests and the interests of persons supplying labor or materials in the prosecution of the work contemplated by these Contract Documents.

In the event of any conflict between the terms of the Contract Documents and the terms of the bonds, the terms of the Contract Documents shall control and the bonds shall be deemed to be amended thereby. The District shall be entitled to exercise any and all rights granted by the Contract Documents in the event of default, without control by the surety, provided that the District promptly notifies the surety at the time or before the exercise of such rights. The exercise by the District of such rights shall not affect the liability of the surety under the bonds.

Bid security of unsuccessful bidder will be returned to the bidder within sixty (60) days of the time the execution of the contract by the District and the successful bidder award of Contract is made.

A-9 Contract Retention

At the request and expense of the Contractor and pursuant to Public Contract Code section 22300, securities equivalent to any amount withheld by the District to ensure the Contractor's performance under the Contract shall be deposited with the District as substitute security, or, at the Contractor's request, with a state or federally chartered bank in California as the escrow agent. Escrow instructions shall conform to the requirements of Public Contract Code section 22300.

A-10 Wage Rates / Compliance Monitoring

Bids shall be made in accordance with the prevailing hourly rate of per diem wages for this locality and project as determined by the ~~Director~~ Department of Industrial Relations pursuant to Labor Code section 1770 et seq. and the Davis-Bacon Act, whichever is greater. A copy of the prevailing wage rate schedules is incorporated herein by this reference. The Contractor shall post a copy of said documents at each job site. The Contractor and any Subcontractor under him shall pay not less than the specified prevailing rate of per diem wages for general, holiday and overtime work to all workers employed in the execution of this Contract.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor shall furnish the records specified in Labor Code section 1776 directly to the Labor Commissions, in the manner set forth in Labor Code section 1771.4.

Contractors shall be required to post job site notices, as prescribed by regulation.

A-11 Use of Apprentices

If the project requires the employment of workers in any apprenticeable craft or trade, once awarded, the Contractor or Subcontractors must apply to the Joint Apprenticeship Council unless already covered by local apprenticeship standards under Labor Code Section 1777.5, and the Contractor shall otherwise comply with Section 1777.5.

A-12 Contract Documents

The Contract Documents shall consist of the Notice Inviting Bids, the Instructions to Bidders, the accepted Proposal and Proposal Bidding Schedule, the Contractor's Licensing Statement, the Measurement and Payment, the Information Required of Bidders, the Agreement, the Bidder's Bond, the Faithful Performance Bond, the Payment Bond, the Non-Collusion Affidavits, the Good Faith Efforts Check List for Disadvantaged Business Enterprises, the Notice of Award, the Notice to Proceed, General Conditions, Special Conditions, Specifications, Plans, Appendices and any Change Order or Addenda, setting forth any modifications or interpretations of any of said documents, and Grant Agreements, all of which documents are on file or will be on file in the office of the District, 11281 Garzoli Avenue, Delano, CA 93215 and which are hereby referred to and made a part of this Notice Inviting Bids.

All questions about the meaning or intent of the Contract Documents or questions regarding the type of work required may be addressed to the following:

Grace Martin
GEI Consultants, Inc.
661-716-3010
gemartin@geiconsultants.com

All questions or inquiries regarding the project or the Contract Documents shall be directed solely to the person listed above. Bidders shall not contact any participants in the project regarding the project or the Contract Documents prior to the time that the bids are opened.

Portable Document Format (PDF) Contract Documents will be made available to Bidders either by email or link. No paper (hard) copies of Contract Documents will be provided to Bidders. **Requests for electronic Contract Documents may be requested from Grace Martin, GEI Consultants, Inc. at gemartin@geiconsultants.com.** Request must include company name, requesting person's name, requesting person's physical address, requesting person's email address, and requesting person's phone number. Addenda will only be distributed to requesting person.

Bidders are required to notify the contact above if they obtain the Contract Documents from a planroom or any means other than from the contact above, in order to be added to the planholders list.

The District may amend any provision or part of the Specifications at any time prior to three days before closing time, provided that the closing time set forth may be extended by District at any time prior to said closing time. Such amendments, if any, will be in the form of addenda which will be issued simultaneously to all persons who have obtained a copy of the Contract Documents from the contact above, and are on the planholder's list. Addenda will be emailed ONLY to all parties recorded by the Engineer as having received the Contract Documents. If you wish to receive addenda by some means other than email, please advise the Engineer immediately. Questions received after ~~February 19~~ March 6, 2025, 2025, at 5:00 p.m. will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or responses will be without legal effect and are not to be relied upon by the Bidders unless they are integrated into the written Contract Documents.

A-13 Address and Marking of Proposal

The envelope enclosing the proposal shall be sealed and addressed to the Southern San Joaquin Municipal Utility District and mailed or delivered to 11281 Garzoli Avenue, Delano, CA 93215. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and shall bear the words "Proposal for", followed by title of the Specifications for the work and the date and hour for opening of bids. The certified or cashier's check, money order, or Bidder's Bond, where applicable, shall be made payable to Southern San Joaquin Municipal Utility District. The bid security shall be enclosed in the same envelope with the proposal.

A-14 Substitute Securities

Pursuant to Public Contract Code Section 22300, equivalent securities may be substituted for monies withheld to ensure performance of the contract. The District reserves the right to solely determine the adequacy of the securities being proposed by the Contractor and the value of those securities. The District shall also be entitled to charge an administrative fee, as determined by District in its sole discretion, for substituting equivalent securities for retention amounts. The District's decisions with respect to the administration of the provisions of Section 22300 shall be final and shall include, but not be limited to, determinations of what securities are equivalent, the value of the securities, the negotiability of the securities, the costs of administration and the determination of whether or not the administration should be accomplished by an independent agency or by the District. The District shall be entitled, at any time, to request the deposit of additional securities of a value designated by District, in District's sole discretion, to satisfy this requirement. If the District does not receive satisfactory securities within twelve (12) consecutive days of the date of the written request, District shall be entitled to withhold amounts due to Contractor until securities of satisfactory value to District have been received.

Date: January 27, 2025 Southern San Joaquin Municipal Utility District

By: s/s Roland Gross
General Manager

****END OF SECTION****