

INSTRUCTIONS TO BIDDERS

**NOTICE INVITATION TO BIDDERS**

**REQUEST FOR PROPOSALS**

Park and Community Garden Greening Project Including Landscaping/Softscaping, Complete Irrigation System with Additive Bid Elements

**FOR: (RFP) NO. 2026-01-B IDICAPCD Phase III**



**RFP RELEASE DATE:  
January 28, 2026**

**PROPOSALS DUE BY:  
FEBRUARY 18, 2026 BY 2:30 PM**

Proposals shall be presented under sealed cover with the Proposal Title and the Proposal Submittal Date clearly marked on the outside and:

**DELIVER PROPOSALS TO:**

Seeley County Water District  
**Attn:** Miriam Rosales, Admin General Manager  
1898 W Main Street  
Seeley, CA 92273



## Information about Seeley County Water District

Seeley County Water District (“SCWD”) is a special district formed on July 28, 1960, under the Public Utility Act of 1921 to provide water and sewer services to the unincorporated community of Seeley in Imperial County.

SCWD owns John Robert Bates Memorial Park, a centrally located 4.5-acre recreational facility that serves the severely disadvantaged Seeley community and the greater Imperial Valley. The park is maintained by the Imperial County Public Works Department.

SCWD in the past has secured external grant funding to complete park improvements and install new amenities. Park lighting is funded through property tax revenues. In compliance with funding regulations, enterprise funds are strictly reserved for water and sewer utility operations and are not used for park improvements.

Through SCWD’s first park grant, a Master Improvement Concept Plan was developed with input from professionals, District staff, and the community. The plan established a phased approach for full park build-out. Phase II was completed in October 2018, and the District is now initiating Phase III of the Master Improvement Plan.

## Location Reference

Seeley is one of fifteen designated “Colonias” in Imperial County, located approximately 8 miles west of El Centro and 19 miles north of the U.S.–Mexico border. The community is bordered to the west by the New River, which flows into the Salton Sea, and lies just south of a Sunbeam lake multi-use park serving the greater Imperial Valley. The El Centro Naval Air Facility is located approximately 3 miles from the SCWD office

# SCWD NOTICE INVITING PROPOSALS FOR PARK AND COMMUNITY GARDEN GREENING PROJECT ELEMENTS INCLUDING LANDSCAPING/SOFTSCAPING, COMPLETE IRRIGATION SYSTEM FOR THE ENTIRE PARK AND COMMUNITY GARDEN WITH ADDITIVE BID ELEMENTS – RFP NO. 2026-01-B

## 1.1.1 ANNOUNCEMENT

Seeley County Water District is seeking qualified landscape contractors with experience in public park and/or minor construction projects. Firms must be properly licensed and capable of providing the labor, materials, and equipment necessary to complete the project in accordance with the design plans, Proposal Terms and Conditions. Contractors shall have experience in similar work and be able to reference projects of comparable size and scope.

## 1.1.2 GENERAL

1. **Bid Preparation** shall be in accordance with the instructions contained herein
2. **Contact person** for questions regarding this bid shall be directed at the following via email:
  - a. Bidding Questions: **Miriam Rosales, GM** [mrosales@seeleywaterdistrict.ca.gov](mailto:mrosales@seeleywaterdistrict.ca.gov)
  - b. Work Scope Questions: **Miriam Rosales, GM** [mrosales@seeleywaterdistrict.ca.gov](mailto:mrosales@seeleywaterdistrict.ca.gov)
  - c. Irrigation System Inconsistencies: **Randall Kopff (602) 705-3864**
3. **Permitting & Licensing:** The contractor shall be responsible for obtaining all required permits from Imperial County necessary to receive authorization to proceed with the work and shall provide copies of all required business licenses and permits to Imperial County and Seeley County Water District (SCWD).
  - a. I.C. Planning and Development Permit Application
  - b. Copy of active Business License (Contractor)

4. **Scope Of Work** Includes the following items, as well as all work shown in the PLANS AND SPECIFICATIONS “1. Onsite Improvement Plans” and “2. Conceptual Landscape Plan L1.3” plans and specifications:

- a. **Site Preparation:** All work, soil preparation; and clearing and grubbing of all areas per the plans, including mobilization and demobilization, material storage must take place on Seeley County Water District Property.
- b. **Irrigation System Complete.** Provide all labor, materials, equipment, and incidentals necessary to furnish and install a complete drip and bubbler irrigation system serving the park and community garden areas. Work shall include underground irrigation piping, drip lines, bubblers, valves, fittings, pressure regulation, and connection to the existing water source. All underground mainlines and lateral lines shall include continuous tracing wire for future location and maintenance. Irrigation lines must be fully protected with gopher-resistant materials or sleeving. System shall be designed to provide uniform coverage and proper operating pressure throughout the park. Contractor shall test the system, make all adjustments, program to proper watering schedule and deliver a fully functional and complete park irrigation system. Refer to irrigation notes, irrigation schedule. Contractor must provide “As-Built” drawings of the final installation to the District at substantial completion before receive final payment.

- a. **Planting:** Preparation, properly planting trees, accent green barriers, and ground cover at the park and community garden for to their required environmental conditions, and plan specifications (soil, fertilizer, light, water) while ensuring correct spacing for better survival. Per plans and specifications.
- b. **Community Garden – Mulch and Potting Mix Scope of Work**  
Properly prepare all ground areas designated for mulch installation. Install weed barrier (cardboard or approved landscape fabric) prior to placement of materials. Install edging where needed to contain mulch, as determined in the field, since edging locations are not shown on the plans. Furnish and install mulch at a minimum 3-inch depth (3–4 inches acceptable). Furnish and place potting mix in designated planting areas per the plans. Ensure all mulch and potting mix areas are level, stable, and free of debris upon completion.
- c. **Park - Crushed Rock** – California Gold or approved equal, depth, size and color per plans and specifications.
- d. **Installation of Composting Bins:** Properly secured in community garden in the designated composting area.

## Project Overview

### 1.1.3 PROJECT OVERVIEW

1. **Base Bid Work** The Base Bid includes furnishing all labor, materials, equipment, and incidentals necessary to complete park and community garden improvements, including but not limited to:
  - Tree planting and landscaping per specifications
  - Soil preparation and grading as required per specifications
  - Placement of crushed rock with proper compaction and related surface improvements per specifications
  - Furnishing and installation of the complete irrigation system serving the park and community garden, including bubblers, drip irrigation, piping, valves, fittings, controllers, and establishment of watering schedules (park and community garden)
  - All irrigation piping, drip lines, lateral lines, and exposed irrigation components shall be protected from rodent damage. Gopher protection shall be provided using PVC Schedule 40 sleeves, HDPE conduit, or other District-approved equivalent protective materials installed at all vulnerable sections, including subsurface and surface transitions, to ensure durability and long-term system reliability (park and community garden)
  - Installation of mulch and related planting improvements (community garden)
  - Planning planting around the proposed installation of NASA dome structures for use as shade structures inside the community garden.
2. **Additive Bid Work** The Additive Bid Item includes furnishing and installation of a booster pump system, including pump unit, controls, timers, electrical connections, and integration with the irrigation system, complete and operational in accordance with proposed irrigation system specifications.

The Additive Bid Item may be awarded at the District's sole discretion based on bid results and available funding. The District reserves the right to accept or reject the Additive Bid Item and to award the Additive Bid Item if deemed to be in the best interest of the District.

### 3. PERMITTING WORKERS COMP LABOR CODE SECTIONS AND OTHER PROVISIONS

- Worker's Compensation Requirements. As required by Section 1860 of the California Labor Code and in accordance with the provisions of section 370 of the Labor Code, every Contractor will be required to secure the payment of workers' compensation to its employees. Contractor must complete, sign, and submit **Attachment 9** to SCWD certifying Certificate of Workers' Compensation. WC Insurance must name Imperial County, **see WC Example Attachment 19**.
- The bidder to whom the contract award is made shall furnish to the SCWD, at the time of execution of the Agreement, deliver to the SCWD two copies of the insurance certificates, on the carrier's forms, attesting to the fact that the required policies of insurance have been obtained. Insurance certificates must name the SCWD and Imperial County as insured.
  - Insurance Requirements- **Attachment 8**.
- The Public Works project is a multi-agency funded project and requires compliance with both California's department of Industrial Relations requirements and the California Labor Codes for a Public Works project. Contractors must provide a Contractor License Number from the Contractors State License Board.
- The contractor shall furnish all supervision, labor, material, and equipment necessary to successfully complete the project. In cases where issues or questions arise the contractor shall notify the General Manager or Designee.
- The contractor shall call 811 or Underground Service Alert of Southern California and follow their guidelines before any digging.
- The contractor shall **repair irrigation line/equipment/amenities/walkway damaged during installation and construction**.
- The contractor shall, through the course of his work, comply with the rules, ordinances, regulations, etc. set forth by agencies having jurisdiction, which apply to the work site, the contractor, and their employees.

### Submission Response Requirements and Directions

- 1.1.3 Proposals and any additional attachments or information shall be submitted by 3:30 p.m. on **WEDNESDAY, FEBRUARY 18, 2026**, due date and will be accepted in the following ways, Mailed, or Hand Delivered to:

**Administrative General Manager of the Seeley County Water District 1898 W Main Street, PO BOX 161 Seeley, CA 92273**

**Contact:**

**Miriam Rosales, Administrative General Manager**

Direct Line Phone: (760) 425-0041

Office Line Phone: (760) 352-6612

Fax: (760) 352-0589

E-mail: [mrosales@seeleywaterdistrict.ca.gov](mailto:mrosales@seeleywaterdistrict.ca.gov)

1. The title should be “RFP No. 2026-01-Project B PHASE III IDICAPCD – URBAN GREENING PROJECT FOR JOHN ROBERT BATES MEMORIAL PARK. Please call-in advance for in person bid package submissions at 760-352-0061 Ext 0041 prior to arrival.
2. Include the following forms with Bid Package Proposal - Submissions
  - a. Form No. 1  
Bid Proposal Form must be signed and completed by the representative authorized to sign contracts stating interest and ability to perform the work.
  - b. Form No. 2  
Bid Price Form (Calculation Form) Bidders must provide a lump sum cost for each item. This cost should include labor, and where noted, also materials or procurement.

Note: Forms can be found on the website: See Attachments “Bidding Forms Calculation Price List for Projects(s): A & B

### Bid Proposal Form

Form No. 1-B

**BID PROPOSAL FORM**  
Park and Community Garden Improvements  
for the  
Seeley County Water District  
(also referred to as the "District")

**BID TO:** General Manager, Miriam Rosales  
Seeley County Water District  
1898 W Main Street, Seeley CA 92273

**BID FOR:** PROJECT-B (IDICAPCD) RFP No. 2026-01 PHASE III

**BID FROM:**  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date: \_\_\_\_\_

### Bid Price Form/Calculation List

John Robert Bates Memorial Park - Seeley, California  
Phase B - Project B  
Project IDICAPCD

Item	Unit	Quantity	Unit Price	Total Price
1.000	1.000	1.000	1.000	1.000
2.000	1.000	1.000	1.000	1.000
3.000	1.000	1.000	1.000	1.000
4.000	1.000	1.000	1.000	1.000
5.000	1.000	1.000	1.000	1.000
6.000	1.000	1.000	1.000	1.000
7.000	1.000	1.000	1.000	1.000
8.000	1.000	1.000	1.000	1.000
9.000	1.000	1.000	1.000	1.000
10.000	1.000	1.000	1.000	1.000
11.000	1.000	1.000	1.000	1.000
12.000	1.000	1.000	1.000	1.000
13.000	1.000	1.000	1.000	1.000
14.000	1.000	1.000	1.000	1.000
15.000	1.000	1.000	1.000	1.000
16.000	1.000	1.000	1.000	1.000
17.000	1.000	1.000	1.000	1.000
18.000	1.000	1.000	1.000	1.000
19.000	1.000	1.000	1.000	1.000
20.000	1.000	1.000	1.000	1.000
21.000	1.000	1.000	1.000	1.000
22.000	1.000	1.000	1.000	1.000
23.000	1.000	1.000	1.000	1.000
24.000	1.000	1.000	1.000	1.000
25.000	1.000	1.000	1.000	1.000
26.000	1.000	1.000	1.000	1.000
27.000	1.000	1.000	1.000	1.000
28.000	1.000	1.000	1.000	1.000
29.000	1.000	1.000	1.000	1.000
30.000	1.000	1.000	1.000	1.000
31.000	1.000	1.000	1.000	1.000
32.000	1.000	1.000	1.000	1.000
33.000	1.000	1.000	1.000	1.000
34.000	1.000	1.000	1.000	1.000
35.000	1.000	1.000	1.000	1.000
36.000	1.000	1.000	1.000	1.000
37.000	1.000	1.000	1.000	1.000
38.000	1.000	1.000	1.000	1.000
39.000	1.000	1.000	1.000	1.000
40.000	1.000	1.000	1.000	1.000
41.000	1.000	1.000	1.000	1.000
42.000	1.000	1.000	1.000	1.000
43.000	1.000	1.000	1.000	1.000
44.000	1.000	1.000	1.000	1.000
45.000	1.000	1.000	1.000	1.000
46.000	1.000	1.000	1.000	1.000
47.000	1.000	1.000	1.000	1.000
48.000	1.000	1.000	1.000	1.000
49.000	1.000	1.000	1.000	1.000
50.000	1.000	1.000	1.000	1.000
51.000	1.000	1.000	1.000	1.000
52.000	1.000	1.000	1.000	1.000
53.000	1.000	1.000	1.000	1.000
54.000	1.000	1.000	1.000	1.000
55.000	1.000	1.000	1.000	1.000
56.000	1.000	1.000	1.000	1.000
57.000	1.000	1.000	1.000	1.000
58.000	1.000	1.000	1.000	1.000
59.000	1.000	1.000	1.000	1.000
60.000	1.000	1.000	1.000	1.000
61.000	1.000	1.000	1.000	1.000
62.000	1.000	1.000	1.000	1.000
63.000	1.000	1.000	1.000	1.000
64.000	1.000	1.000	1.000	1.000
65.000	1.000	1.000	1.000	1.000
66.000	1.000	1.000	1.000	1.000
67.000	1.000	1.000	1.000	1.000
68.000	1.000	1.000	1.000	1.000
69.000	1.000	1.000	1.000	1.000
70.000	1.000	1.000	1.000	1.000
71.000	1.000	1.000	1.000	1.000
72.000	1.000	1.000	1.000	1.000
73.000	1.000	1.000	1.000	1.000
74.000	1.000	1.000	1.000	1.000
75.000	1.000	1.000	1.000	1.000
76.000	1.000	1.000	1.000	1.000
77.000	1.000	1.000	1.000	1.000
78.000	1.000	1.000	1.000	1.000
79.000	1.000	1.000	1.000	1.000
80.000	1.000	1.000	1.000	1.000
81.000	1.000	1.000	1.000	1.000
82.000	1.000	1.000	1.000	1.000
83.000	1.000	1.000	1.000	1.000
84.000	1.000	1.000	1.000	1.000
85.000	1.000	1.000	1.000	1.000
86.000	1.000	1.000	1.000	1.000
87.000	1.000	1.000	1.000	1.000
88.000	1.000	1.000	1.000	1.000
89.000	1.000	1.000	1.000	1.000
90.000	1.000	1.000	1.000	1.000
91.000	1.000	1.000	1.000	1.000
92.000	1.000	1.000	1.000	1.000
93.000	1.000	1.000	1.000	1.000
94.000	1.000	1.000	1.000	1.000
95.000	1.000	1.000	1.000	1.000
96.000	1.000	1.000	1.000	1.000
97.000	1.000	1.000	1.000	1.000
98.000	1.000	1.000	1.000	1.000
99.000	1.000	1.000	1.000	1.000
100.000	1.000	1.000	1.000	1.000
<b>Grand Total Base Bid and/or Additive Bid Items 1-100</b>				

John Robert Bates Memorial Park - Seeley, California  
Phase B - Project B  
Project IDICAPCD

Use Applicable - Materials - District Standard

3. Schedule

Milestone	Action	Target Date
RFP Issued	Official Release and Publication of RFP. Desert Review Newspaper	January 28 and February 18, 2026
Intent to Bid	Deadline Extended; deadline for Vendors/Contractors to submit intent to Bid 2:30PM	Wednesday, February 18, 2026
Vendor Q&A Period	Questions Submission Deadline for RFP Project – Addendum	Wednesday, February 18, 2026
SCWD Responds to Q&A	District responds to Vendor Questions	Friday, February 20, 2026
Technical Review/Evaluation of Proposals	Scoring proposals and selecting finalists; with intention to award	Monday, February 23, 2026
Contract Agreement	Contract is executed; approved by SCWD Board of Directors. PLEASE NOTE: SCWD does not pay for services in advance. Partial payments for completed portions of work may be considered if invoiced and approved, with payment processed through the granting agency. Final payment will be made only after SCWD inspects the completed work and any punch list items are resolved. Do not propose terms requiring upfront payments or deposits.	Thursday, February 26, 2026
Official Announcement of Winning Bid	Official Announcement and Closing of RFP	Thursday, February 26, 2026
Official Completion of Project Deadline	Requested Completion from the Granting Agency	Tuesday, March 31, 2026; Extension may be granted.

- All dates are tentative and subject to change.

Note: Before the start of the project and as project elements progress (such as delivery of plants, materials, or other items), meetings may be arranged between the contractor and SCWD as needed. No Pre-Bid Conference or Zoom meeting is required. Questions not addressed in the Contract Documents shall be answered in writing and shared with all bidders through an addendum.

- Contractors are encouraged to check the website regularly since each contractor will bear sole responsibility for having the RFP and all addenda.

## Notice To Candidates

1.1.5 This Request for Proposals does not constitute a contract. The cost of preparation of proposals shall be the sole obligation of the consultant. All proposals, whether accepted Bidders are encouraged, but it is not mandatory to visit the Project Site located at **1826 Park ST, Seeley, CA 92273**.

SCWD reserves the right to reject any and all proposals. Elements and/or tasks may be added or deleted at the discretion of the SCWD pending negotiation of the scope of work and compensation.

All completed work including surveys, workshop documents, ancillary reports and the final report, whether in written, video or electronic formats, becomes the property of the SCWD at the end of the project and will be turned over to the SCWD.

The consultant selected to perform the work shall be considered an independent contractor and shall provide the insurance and indemnification set forth in the “A–Agreement”. The consultant shall certify that no official or employee of SCWD or any business entity, in which an official of SCWD has an interest, has been employed or retained to solicit or aid in the procuring of the Agreement for Park Improvement Plan. No such person shall be employed in the performance of the Agreement

## Selection Process and Evaluation Criteria

### 1.16 Basis of Award

The contract will be awarded to the proposal that is qualified, responsive, cost-effective, and in the best interest of SCWD. While cost is a factor, SCWD may select a proposal that provides the best overall value, not necessarily the lowest bid. SCWD may reject any or all proposals, waive minor irregularities, and is not responsible for any costs incurred in proposal preparation.

False, incomplete, or nonresponsive statements may result in rejection. SCWD may cancel or discontinue the process if requirements change, funding is unavailable, or it is otherwise in SCWD's best interest.

### 1.17 Evaluation Committee

A selected Evaluation Committee will review proposals and recommend the most responsive bidder for agreement negotiations. Evaluation is not based on cost alone.

### 1.18 Evaluation Criteria

Only responsive proposals—those following the proposal format and meeting requirements—will be considered. The committee may:

- Contact bidders or subcontractors for clarification
- Verify references or current users of services
- Gather additional relevant information
  1. Proposals will be scored on responsiveness, quality, suitability, and cost-effectiveness. The highest points go to proposals demonstrating a clear understanding and strong responses in these areas.

<b>Category</b>	<b>Max. Points</b>
Completeness and thoroughness of proposal and how it relates to meeting the objectives in the RFP	25
Experience and qualifications	25
General experience	15
Staffing/resources to perform work	15
Reasonableness of cost	20
Total	100

## District Staff Involvement

1.19 District Staff will provide consistent and thorough involvement in monitoring and coordinating the project, as well as in reviewing and evaluating submittals, etc. The Board of Directors are committed to completing this project within the given time frame and budget parameters and will approve all final decisions regarding award of contract, policy decisions, and adoption of the final Park Improvement Plan.

## **ARTICLE 1. SECURING DOCUMENTS**

**SEALED** bids, Bids must be submitted to the SCWD on the Bid Forms which are a part of the Bid Package for the Project. Bid and Contract Documents may be obtained from the SCWD at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any charge for the Contract Documents is stated in the Notice Inviting Bids.

The SCWD may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective Bidders who choose to review the Contract Documents at a plan room must contact the SCWD to obtain the required Contract Documents if they decide to submit a bid for the Project.

Addenda, if any, issued during the bid period will be sent only to those contractors who have obtained documents from the SCWD." Failure to acknowledge addenda may make a bid nonresponsive and not eligible for award of the contract.

## **ARTICLE 2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS**

At its own expense and prior to submitting its Bid, each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract, and all other documents referenced herein. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the contract and no relief for error or omission will be given except as required under State law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

## **ARTICLE 3. INTERPRETATION OF DRAWINGS AND DOCUMENTS**

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other proposed contract documents may submit to the Engineer of the SCWD a written request for interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other proposed contract documents will be made only by a written addendum duly issued and a copy of such addenda will be mailed or delivered to each prospective Bidder who has purchased a set of Drawings and Specifications. The SCWD will not be responsible for any other explanation or interpretation of the proposed documents. If a Prospective Bidders becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the Prospective Bidder to promptly bring it to the attention of the SCWD.

## **ARTICLE 4. PRE-BID CONFERENCE**

**A NON-MANDATORY Pre-Bid Conference is not scheduled to review the Project's existing**

conditions. Representatives of the SCWD and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing and shall be sent to all Bidders present at the Pre-Bid Conference.

## **ADDENDA**

The SCWD reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the SCWD shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the SCWD issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the SCWD will extend the deadline for submission of Bids. The SCWD may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide SCWD a name, address, email address, and facsimile number to which Addenda may be sent, as well as a telephone number by which the SCWD can contact the Bidder. Copies of Addenda will be furnished by email, facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact John H Kemp, JHK Consulting to verify that it has received all Addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the Addenda received prior to bidding in the space provided in the Bid Form. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

## **ARTICLE 5. ALTERNATE BIDS**

If alternate bid items are called for in the Contract Documents, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The SCWD may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the bidder.

## **ARTICLE 6. COMPLETION OF BID FORMS**

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the SCWD will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL, OR A TYPEWRITER IS REQUIRED.** Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

## **ARTICLE 7. MODIFICATIONS OF BIDS**

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

## **ARTICLE 8. SUBCONTRACTORS**

Bidder shall set forth the name, address of the place of business, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.

## **ARTICLE 9. LICENSING REQUIREMENTS**

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the SCWD shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the SCWD shall reject the Bid. The SCWD shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the SCWD of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

## **ARTICLE 10. BID GUARANTEE (BOND)**

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to Seeley County Water District; or (c) a Bid Bond secured from a surety company satisfactory to the General Manager, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to Seeley County Water District as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after the SCWD provides the successful bidder the Notice of Award, the successful bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and SCWD may enter into a contract with the next lowest responsive responsible bidder, or may call for new bids. No interest shall be paid on funds deposited with the SCWD. SCWD will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after award of the contract.

## **ARTICLE 11. NONCOLLUSION DECLARATION**

Bidders on all public works contracts are required to submit a declaration of non-collusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

## **ARTICLE 12. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

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. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

### **ARTICLE 13. BIDDER INFORMATION AND EXPERIENCE FORM**

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the bid to be rejected as non-responsive. The SCWD reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the Engineer that the Bidder is qualified to properly carry out the terms of the contract.

### **ARTICLE 14. WORKERS' COMPENSATION CERTIFICATION**

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the SCWD the following certificate prior to performing the work under this Contract:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

The form of such Workers' Compensation Certificate is included as part of this document.

### **ARTICLE 15. SIGNING OF BIDS**

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

### **ARTICLE 16. SUBMISSION OF SEALED BIDS**

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials, in a sealed envelope, addressed and delivered or mailed, postage prepaid, to the Engineering Department of the SCWD before the time and day set for the receipt of bids. The envelope shall bear the title of the work and the name of the bidder. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically

authorized by the SCWD as provided herein. Bids received after the time and day set for the receipt of bids shall be returned to the bidder unopened. The envelope shall also contain the following in the lower left-hand corner thereof:

**Bid of \_\_\_\_\_  
for the Project B – IJohn Robert Bates Memorial Park Project**

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. SCWD may reject any bid not strictly complying with SCWD’s designated methods for delivery.

**ARTICLE 17. OPENING OF BIDS**

At the time and place set for the opening and reading of bids, or any time thereafter, each and every bid received prior to the time and day set for the receipt of bids will be publicly opened and read. The SCWD will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder’s sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

The public reading of each bid will include the following information:

- A. The name and business location of the bidder.
- B. The nature and amount of the bid security furnished by bidder.
- C. The bid amount.

Bidders or their representatives and other interested persons may be present at the opening of the bids. The SCWD may, in its sole discretion, elect to postpone the opening of the submitted Bids. The SCWD reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

**ARTICLE 18. WITHDRAWAL OF BID**

Any bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to SCWD within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq.*, or as otherwise may be allowed with the consent of the SCWD.

**ARTICLE 19. BIDDERS INTERESTED IN MORE THAN ONE BID**

No Bidder shall be allowed to make, file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

## **ARTICLE 20. SUBSTITUTION OF SECURITY**

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The SCWD will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the SCWD will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

## **ARTICLE 21. PREVAILING WAGES**

The SCWD has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at the SCWD or may be obtained online at <https://www.dir.ca.gov/OPRL/>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

## **ARTICLE 22. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the SCWD. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

## **ARTICLE 23. INSURANCE REQUIREMENTS**

Prior to commencing work, the successful bidder shall purchase and maintain insurance as set forth in the General Conditions.

## **ARTICLE 24. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS**

The successful bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of SCWD, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to SCWD within ten (10) working days from the date the SCWD provides the successful bidder with the Notice of Award.

## **ARTICLE 25. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES**

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents.

## **ARTICLE 1. PERMIT ALLOWANCE**

Notwithstanding anything contained herein, the Bid Form contains an allowance for the Contractor's cost of acquiring a Imperial County Grading Permit. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of the Imperial County Encroachment

Permit prior to submitting a bid. The allowance is specifically intended to account for the actual cost of the Imperial County Encroachment Permit only. No other costs payable by Contractor are included within the allowance.

#### **ARTICLE 26. FILING OF BID PROTESTS**

Bidders may file a “protest” of a Bid with the SCWD’s General Manager. In order for a Bidder’s protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific SCWD staff determination or recommendation being protested;
- D. Specify in detail the grounds for protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the SCWD may reject the protest without further review.

If the protest is timely and complies with the above requirements, the SCWD’s General Manager, or other designated SCWD staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The General Manager will provide a written decision to the protestor.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

#### **ARTICLE 27. BASIS OF AWARD; BALANCED BID**

The SCWD shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Bid Price. **THE AWARD WILL BE ON THE BASIS OF THE TOTAL BASE BID ALONE, NOT INCLUDING ALTERNATIVE BID ITEMS.**

The SCWD may reject any Bid which, in its opinion when compared to other Bids received or to the SCWD’s internal estimates, does not accurately reflect the cost to perform the Work. The SCWD may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

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**Attachments: 8, 9 and 19**

19--Certificate of Liability Insurance Example



9-- CONTRACTOR’S CERTIFICATION REGARDING WORKER’S COMPENSATION INSURANCE

State of California  
County of Imperial

I am aware of the requirements that every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that applicable codes, and I will comply with provisions before commencing the performance of the work of this Contract.

-----  
(Organization/Firm)

\_\_\_\_\_  
(Name & Title of Authorized Representative)

-----  
(Signature)

(Date)

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Contractor's Certification Regarding Worker's Compensation Insurance

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## 08--INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work whether such execution be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such claims shall include:

- a. Claims under workmen's compensation, disability benefits and other similar employee benefit acts.
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees.
- d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the owner shall be filed with the owner prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the owner.

Insurance certificates must name the Seeley County Water District and Imperial County as insured.

The Contractor shall procure and maintain, at his/her own expense, during the contract time, liability insurance as hereinafter specified.

Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for destruction of or damage to property, arising out of or in connection with any operations under the contract documents, whether such operations be by himself or by any subcontractor under him or anyone directly or indirectly employed by the Contractor or by a subcontractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all damages arising out of bodily injury, including death, at any one time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000.00 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000.00 for all aggregate for any such damage sustained by two or more persons in any one accident. The policy shall name as the insured the Contractor, the Seeley County Water District and the Imperial County as the insured.

The Contractor shall acquire and maintain Extended Coverage insurance upon the project to the full insurable value thereof for the benefit of the owner, the Contractor, and subcontractors as their interest may appear. This provision shall in no way release the Contractor from obligation under the Contract Documents to fully complete the project.

The Contractor shall procure and maintain at his/her own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Worker's Compensation Insurance, including occupational disease provisions for all of his/her employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project are not protected under the Worker's Compensation statute, the Contractor shall provide adequate and suitable insurance for the protection of his/her employees not otherwise covered.