

SECTION 00 91 13 – ADDENDA

Addendum Number: 01

Date: October 5, 2022

NOTICE is hereby given to prospective Bidders of the following information, clarifications, and modifications to the Bidding Documents. The Bidding Documents remain unchanged except as indicated below. Bidders must acknowledge receipt of this Addendum in the Bid Form and comply with the requirements for submission of Bids as set forth in the Bidding Documents.

NOTICE is hereby given that the Bidding Documents have been modified as follows.

The following replacement section(s) are reissued herewith in their entirety, have an Issue Date of October 5, 2022, contain reference to “ADDENDUM NO. 1” in the footer, and text changes identified by double-underline for additions and ~~Strikeout~~ for deletions.

Section 00 11 16, consisting of 2 pages

The following replacement section(s) are reissued herewith in their entirety, have an Issue Date of October 5, 2022, contain reference to “ADDENDUM NO. 1” in the footer, and text changes identified by double-underline for additions and ~~Strikeout~~ for deletions.

Section 00 21 13, consisting of 6 pages

The following replacement section(s) are reissued herewith in their entirety, have an Issue Date of October 5, 2022, contain reference to “ADDENDUM NO. 1” in the footer, and text changes identified by double-underline for additions and ~~Strikeout~~ for deletions.

Section 00 22 13, consisting of 4 pages

The following replacement section(s) are reissued herewith in their entirety, have an Issue Date of October 5, 2022, contain reference to “ADDENDUM NO. 1” in the footer, and text changes identified by double-underline for additions and ~~Strikeout~~ for deletions.

Section 00 41 00, consisting of 4 pages

This Addendum is provided to Bidders in a single Portable Document Format (.PDF) posted on the RCEA’s website <https://redwoodenergy.org/contracting/>.

END OF SECTION 00 91 13

SECTION 00 11 16 – INVITATION TO BIDDERS

Notice is hereby given that sealed bids are invited by the Redwood Coast Energy Authority (RCEA) for performance of all electrical work for EV charging station installation at the H/3rd Street Eureka location. Contractor shall provide all the labor, materials, supplies, tools, and equipment for performance, as further specified in Contract Documents, of the following work:

Installation of H Street Eureka Electric Vehicle Charging Stations
RCEA Project No. IFB-22-503

A mandatory pre-bid meeting will be held at the job site, H and 3rd Streets, Eureka California, on Tuesday, September 27, 2022 at 10:00 a.m. to acquaint all prospective bidders with the Contract Documents and the Project site. Failure to attend the site visit will result in the disqualification of the bid of the non-attending bidder. Interested Contractors must notify Owner's Representative by phone or e-mail if planning to attend at least 24 hours prior to pre-bid meeting date.

Each Bid must be contained in a sealed envelope addressed as set forth in said Bid Documents and delivered to the Redwood Coast Energy Authority offices located at 633 3rd Street, Eureka, California at or before ~~3:00~~ 4:00 P.M., Pacific Standard Time, on October ~~611~~, 2022. All Bids will be publicly opened, and summary amounts read aloud.

Plan Drawing and Technical Specifications and other Contract Document forms will be available on RCEA's website at: <https://redwoodenergy.org/contracting/>.

Each Bid shall be submitted on the forms furnished by RCEA within the Bid Documents. All forms must be completed.

All Bids in excess of \$15,000 shall be accompanied by Bidder's Security in the form of a certified check or a cashier's check payable to the Redwood Coast Energy Authority, or a Bid Bond executed by an admitted insurer authorized to issue surety bonds in the State of California (in the form set forth in said Contract Documents). The Bidder's security shall be in the amount equal to at least ten percent (10%) of the Bid.

The successful Bidder will be required to furnish and pay for a satisfactory faithful performance bond and a satisfactory payment bond in the forms set forth in said Bid Documents if the successful Bid exceeds \$25,000.

RCEA reserves the right to reject any or all Bids or to waive any informalities in any Bid. No Bid shall be withdrawn for a period of ninety (90) calendar days subsequent to the opening of Bids without the consent of RCEA.

All Bidders will be required to certify that they are eligible to submit a Bid on this project and that they are not listed either (1) on the Controller General's List of Ineligible Bidders/Contractors, or (2) on the debarred list of the Labor Commissioner of the State of California.

The successful Bidder shall possess a valid Contractor's license in good standing, with a classification of Class C-10 at the time the contract is awarded.

The successful Bidder will be required to comply with all equal employment opportunity laws and regulations both at the time of award and throughout the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor or subcontractor listed on the bid proposal must be registered with the Department of Industrial Relations at the time of bidding pursuant to Labor Code section 1725.5.

The Contractor, and each subcontractor participating in the Project, shall be required to pay the prevailing wages as established by the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA, Phone: (415) 703-4780.

In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment in accordance with the provisions of the California Fair Employment and Housing Act. (Government Code section 12900et seq)

RCEA hereby notifies all Bidders that it will affirmatively ensure that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

In accordance with the provisions of Section 22300 of the Public Contract Code, the successful Bidder may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment, by entering into an Escrow Agreement for Security Deposits In Lieu of Retention.

Inquiries regarding this IFB should be submitted in writing to:

Mike Avcollie
633 3rd Street, Eureka, CA
mavcollie@redwoodenergy.org
(707) 382-0187

Notice Date: ~~September 13~~ October 5, 2022

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

Sealed Bids will be received at the Redwood Coast Energy Authority offices located at 633 3rd Street, Eureka, California until ~~3:00~~ 4:00 P.M., Pacific Standard Time, on October ~~611~~, 2022, for performance of the following work:

Installation of H Street Eureka Electric Vehicle Charging Stations
RCEA Project No. IFB-22-503

Bids will be opened approximately 15 minutes after the bid deadline. Bids will be opened and read publicly at RCEA office located at 633 3rd Street, Eureka, CA 95501. To attend the public bid opening, see Section G – BID OPENING below.

A. SECURING DOCUMENTS

Plan Drawing and Technical Specifications and other Contract Document forms will be available on RCEA’s website at: <https://redwoodenergy.org/contracting/>.

B. BASIC INFORMATION

Owner Redwood Coast Energy Authority
633 3rd Street
Eureka, CA 95501
(707) 269-1700

Owner’s Representative: Mike Avcollie,
633 3rd Street
Eureka, CA 95501
mavcollie@redwoodenergy.org
(707) 382-0187

Owner’s Engineer: City of Eureka, Public Works Dept., Engineering Division
531 K Street
Eureka, CA 95501
Phone: (707) 441-4194

Project Location: City of Eureka
H/3rd Street
Eureka, California 95501

C. RECEIPT OF BIDS

Each bidder should mark its bid as “Bid for the Installation of H Street Eureka Electric Vehicle Charging Stations – Attn: Mike Avcollie.” Each sealed bid shall be delivered to RCEA no later than ~~3:00~~ 4:00 p.m. on October ~~611~~, 2022. Bids shall be deemed to include the written responses to the bidder to any questions or requests for information of RCEA made as part of bid evaluation process after submission of bid. Telephone and telefax proposals will not be accepted. RCEA will reject all bids received after the specified time and will return such bids to bidders unopened. See Section G – BID OPENING below.

D. DETERMINATION OF APPARENT LOW BIDDER

Apparent low bid will be based on the amount of the bids listed of the Bid Form with the following criteria:

Pursuant to Public Contract Code §20103.8, if the bid solicitation includes additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid: *[check one]*

- (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.
- (b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Proposal Form as being used for the purpose of determining the lowest bid price.
- (c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by RCEA before the first bid is opened.
- (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the Bidders or the proposed Subcontractors or suppliers from being revealed to the public entity before the ranking of all Bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by RCEA to determine the lowest responsible Bidder, RCEA retains the right to add to or deduct from the Contract any of the items included in the bid solicitation.

E. REQUIRED BID FORM

All bidders must submit bids on the Section 00 41 00, the "Bid Form." RCEA will reject as non-responsive any bid not submitted on the required form. Bids must be full and complete. Bidders must complete all bid items and supply all information required by the bidding documents and specifications. RCEA reserves the right in its sole discretion to reject any bid as non-responsive as a result of any error or omission in the bid. Bidders may not modify the Bid Form or qualify their bids. Bidders must submit clearly and distinctly written bids. Bidders must clearly make any changes in their bids by crossing out original entries, entering new entries and initialing new entries. Blank spaces in the bid shall be properly filled in and the phraseology of the form must not be changed. RCEA reserves the right to reject any bid not clearly written. The Bid Form shall be signed by the bidder's legal representative as indicated on the Bid Form. If the bid is made by an individual, it shall be signed and his/her full name and his/her address shall be given; if it is made by a partnership, it shall be signed with the co-partnership name by a member of the firm, who shall sign his/her own name and provide the name and address of each member; and if it is by a corporation, the bid shall show the name of the corporation and the state under the laws of which the corporation was chartered. When the bid is signed by the duly authorized officer or officers of the corporation, it shall be attested by the corporate seal, and the names and titles of the principal officers of the corporation shall be given. When a bid is signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf or a member of a partnership, a "Power of Attorney" must be filed with RCEA prior to opening bids or shall be submitted with the bid; otherwise, the bid may be rejected as irregular and unauthorized. Bids submitted as joint ventures must so state and be signed by each venturer. The name of each person signing shall also be typed or printed below the signature. When requested by RCEA, satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership shall be furnished. A Bidder's failure to properly sign required forms may result in rejection of the bid. All bids must include the Bidder's contractor license number(s) and expiration date(s). Bids must also include contractor's DIR registration number.

F. CONTENTS OF BID ENVELOPE

The bid envelope shall contain all of the following:

- Section 00 41 00 - Bid Form
- Section 00 43 13 - Bid Security Form (Bid Bond), if required
- Section 00 43 36 - Subcontractor List
- Section 00 45 13 – Bidder’s Qualification
- Section 00 45 19 - Non-Collusion Declaration
- Section 00 45 26 - Workers' Compensation Certification Statement
- Section 00 45 48 - Debarment and Suspension Certification

G. BID OPENING

RCEA will stamp bids with the date and time of receipt. ALL MAILED PROPOSALS SHALL BE ADDRESSED AS FOLLOWS:

BID NO. 22-503
Attn: Mike Avcollie, Project Manager
Redwood Coast Energy Authority
633 3rd Street
Eureka, CA 95501

The envelope shall also indicate the name and address of the submitting firm, with “DO NOT OPEN UNTIL BID OPENING” on the front of the envelope.

HAND DELIVERED COURIER OR PACKAGED DELIVERED SERVICE SHALL BE DELIVERED DIRECTLY TO:

Redwood Coast Energy Authority
633 3rd Street
Eureka, CA 95501

Bids will be opened and read publicly at RCEA office located at 633 3rd Street, Eureka, CA 95501. Bidders or their authorized agents may be present. After opening of bids, RCEA will review all bids for accuracy and reserves the right to correct obvious errors. Upon completion of review, the bids will be ranked by the bid amount and the apparent low bidder will be determined and notified.

H. FAILURE TO EXECUTE AND DELIVER DOCUMENTS

If the bidder to whom the Contract is awarded shall fail or neglect , with ten (10) calendar days from the date of the receipt of a notice of award, to execute and deliver all required Contract Documents and file all required bonds, insurance certificates and other documents, RCEA may, in its sole discretion, deposit bidder’s surety bond, cashier’s check or certified check for collection, and retain the proceeds thereof as liquidated damages for bidder’s failure to enter into the Contract Documents. Bidder agrees that calculating the damages RCEA may suffer as a result of bidder’s failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder’s required bid security shall be the agreed and presumed amount of RCEA’s damages.

I. BIDDER'S BOND, PERFORMANCE BOND AND PAYMENT BOND

Bid security must be submitted with the bid for all bids in excess of \$15,000. The successful bidder, prior to execution of the Contract, must submit a Performance Bond in the full amount of the Contract. The successful bidder, prior to execution of the Contract, must submit a Payment Bond in the full amount of the Contract if the bid is in excess of \$25,000.

Bid proposals requiring submittal bid security shall be accompanied by a scanned copy of a certified or cashier's check or bid bond for an amount not less than ten percent (10%) of the bid amount, payable to RCEA. A bid bond shall be secured from an admitted surety company, licensed in the State of California, and satisfactory to RCEA. The bid security shall be given as a guarantee that the Bidder will enter into the Contract if awarded the work, and in the case of refusal or failure to enter into the Contract within ten (10) calendar days after notification of the award of the Contract or failure to provide the payment and performance bonds and proof of insurance as required by the Contract Documents, RCEA shall have the right to award the Contract to another Bidder and declare the bid security forfeited. RCEA reserves the right to pursue all other remedies in law or equity relating to such a breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, shall result in rejection of the bid.

If the successful bid exceeds \$25,000, the Contractor shall be required to file with RCEA performance and payment bonds at one hundred percent (100%) of the Contract Price, using the bond forms provided with the Contract Documents. If required to submit such a bond, the successful Bidder shall submit the payment and performance bonds as specified in and using the bond forms included with the Contract Documents. All required bonds shall be based on the maximum total contract price as awarded, including additive alternates, if applicable. Bonds must be received no later than ten (10) days after receipt of Notice of Award.

J. INSURANCE

It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of the insurance certificates and endorsements required. A bidder, who executes the Contract and thereafter fails to comply strictly with the insurance requirements, will be deemed to be in breach of Contract.

K. RESERVATION OF RIGHTS

RCEA specifically reserves the right, in its sole discretion, to reject any or all bids, or re-bid, or to waive minor irregularities from bid requirements. If no bids are received, RCEA reserves the right to identify interested contractor(s) and negotiate directly without re-bidding.

L. SECURITIES IN LIEU OF RETENTION

Public Contract Code Section 22300 gives the Contractor for option to deposit securities with an escrow agent as a substitute for retention earnings to be withheld by RCEA

M. PRE-BID MEETING

A mandatory pre-bid meeting will be held at the site, H and 3rd Street (the 300 block of H street), Eureka, California, on Tuesday, September 27, 2022, at 10:00 – 11:00 a.m. to acquaint all prospective bidders with the Contract Documents and the Project site. This will be the Bidder's time to look at the installation site and ask any questions about the project. Failure to attend the pre-bid meeting may result in the disqualification of the bid of the non-attending bidder. The pre-bid meeting is mandatory. See Paragraph "R" below. Please be sure to e-mail or phone your request to attend the pre-bid meeting by 5:00 p.m. 09/26/2022 to Mike Avcollie at mavcollie@redwoodenergy.org (707-382-7336).

N. QUESTIONS AND CLARIFICATIONS

In order to avoid any misinterpretation or misrepresentation between the Bidder, the Owner's Engineer and RCEA as regards the plans and specifications for the Project, neither the Owner's Representative nor the Owner's Engineer will respond to any verbal or telephone inquiries, however Bidders may submit written inquiries for clarifications or questions via email to the attention of Mike Avcollie at mavcollie@redwoodenergy.org. Any responses to written Bidder inquiries will be at the full discretion of RCEA, and any responses will be in writing in the form of an Addendum to these Contract Documents, which will be sent to all Bidders. A Bidder's failure to request clarification or interpretation of an apparent error, inconsistency or ambiguity in the Contract Documents waives that Bidder's right to thereafter claim entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104.

O. ADDENDA OR BULLETINS

RCEA reserves the right to issue addenda or bulletins prior to the opening of the bids subject to the limitations of Public Contract Code §4104.5. Any addenda or bulletins issued prior to bid time shall be considered a part of the Contract Documents. Any interpretation or correction of the proposed Contract Documents prior to bid opening will be made solely in the form of a written Addendum to the Contract Documents and when issued will be available on RCEA's website at <https://redwoodenergy.org/contracting/> before bids are opened. Interpretations, corrections, or changes in the proposed contract allegedly made in any other manner shall not be binding for any purpose and Bidders shall not rely on such interpretations, corrections, or changes. All such Addenda shall become part of the Contract documents and all Bidders shall be bound by such Addenda, whether or not received by Bidder.

No addenda will be issued within 48 hours of the designated bid opening time. Any addenda resulting in material changes, addition, or deletion will be issued at least 72 hours before the designated bid opening time; otherwise, the Bid time shall be extended by not less than 72 hours.

P. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make or file, or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm, or corporation, who has submitted a subproposal to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to the other bidders.

Q. WITHDRAWAL OF BIDS

Any bidder may withdraw his/her bid, either personally or by written request, any time prior to the scheduled closing time for receipt of bids. Bid proposals may be withdrawn by the Bidders prior to the time fixed for the opening of bids but may not be withdrawn for a period of sixty (60) days after the opening of bids, except as permitted pursuant to Public Contract Code §5103.

R. BID EXCEPTIONS

Bid exceptions are not allowed. If the Bidder has a comment regarding the bid documents or the scope of work, the Bidder shall submit those comments to RCEA for evaluation at least five working days prior to the opening of the bids. No oral or telephonic modification of any bid submitted will be considered.

S. BID NEGOTIATIONS

A bid response to any specific item of the bid using terms such as “negotiable,” “will negotiate,” or similar phrases, will be considered non-responsive.

T. AWARD OF CONTRACT

The Contract will be awarded, if at all, within sixty (60) calendar days after the opening of bids to the lowest responsible and responsive Bidder by the RCEA Board of Directors. The time for awarding the Contract may be extended by RCEA.

U. EXECUTION OF CONTRACT

The Contract Documents must be approved by the Governing Board of RCEA and its legal counsel. The Bidder selected by RCEA shall execute the contract provided by RCEA. The successful Bidder shall, within ten (10) calendar days of the Notice of Award of the Contract, sign and deliver to RCEA the executed contract along with the bonds and certificates of insurance required by the Contract Documents. In the event the successful Bidder fails or refuses to execute the Contract or fails to provide the bonds and certificates as required, RCEA may declare the Bidder’s bid deposit or bond forfeited as liquidated damages and may award the work to the next lowest responsible, responsive Bidder, or may reject all bids and, in its sole discretion, call for new bids. In all cases, RCEA reserves the right, without any liability, to cancel the award of Contract at any time prior to the full execution of the Contract.

V. VISITING THE SITE & KNOWLEDGE OF PLANS & SPECIFICATIONS

Before submitting a bid for the work, it is recommended that the Bidder inspect the sites and inform himself as to the conditions under which he will be obligated to execute the work. No allowance will be subsequently made for failure to inspect, and the Bidder will be solely responsible for the consequences of his negligence or lack of diligence. Before submitting any proposal, each Bidder shall examine the General Conditions, Plans, Specifications, as well as these Instructions to Bidders, and the forms appended hereto and made a part hereof.

A pre-bid meeting and walk-through are scheduled for this project. See Section “M” above. If site is not publicly accessible, no Bidder shall visit the site without prior authorization of Owner’s Representative. Bidders shall contact the Owner’s Representative for coordination of site visits.

END OF SECTION 00 21 13

SECTION 00 22 13 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

A. PROJECT DESCRIPTION

This project includes the installation of two new electric vehicle dual port charging stations with provisions for two future stations including a new electrical service metering panel and associated charging station feeder circuits, overcurrent protection, utility conduit stub out, and raceways for future charging stations. The work shall be in accordance with the Plans and Specifications for the installation of raceways between the charging station(s) and the metering pedestal. RCEA has secured all required permits and will provide the new charging station equipment (two dual-port ChargePoint CT4021 units) to be installed.

Project Location:

City of Eureka
H/3rd Street
Eureka, California 95501

B. TIME FOR COMPLETION

The Contractor shall complete the entire project by December 16, 2022.

The following is a schedule of significant events and deadlines indicating the timeline for this solicitation:

Issue Date	Monday, September 13, 2022
Mandatory pre-bid meeting:	10:00-11:00 a.m., September 27, 2022
Bids due:	By 3:00 <u>4:00</u> p.m., October 6-11 , 2022
Public bid opening:	After 3:00 <u>4:00</u> p.m., October 6-11 , 2022
Anticipated bid award date:	Monday <u>Wednesday</u> , October 10-12 , 2022
Installation start date:	After October 17, 2022
Installation complete:	No later than December 16, 2022

C. PERFORMANCE AND PAYMENT BONDS

If the project is over \$25,000.00, bonds will be required. The company providing the required performance and payment bonds must be listed in U.S. Treasury Circular No. 570 as a surety approved to issue bonds securing Government contracts in the State of California.

D. LIQUIDATED DAMAGES

As actual damages for any delay in completion are impossible of determination, the Contractor and their sureties shall be liable for and shall pay to RCEA the sum of \$250 as fixed, agreed, and liquidated damages for each calendar day of delay beyond the contract completion date until the work is completed and accepted. See Section B-38 for complete description for all liquidated damages.

E. SUBMITTALS REQUIRED FOR THIS PROJECT

- a. A written description of the Method(s) to be used for installation of the raceways between the charging station(s) and the Meter Pedestal
- b. Meter Pedestal datasheet and drawing
- c. Wire datasheets
- d. Pull Box datasheet
- e. Concrete Mix verification
- f. Construction vehicle and Equipment list
- g. Compaction test reports
- h. Submittal requirements

F. SUBSTITUTIONS

In describing any item, the use of a manufacturer or special brand does not restrict bidding to that manufacturer or special brand but is intended only to indicate quality and type of item desired, except as provided in §3400 of the Public Contract Code. Substitute products will be considered either prior to or after the award of the Contract in accordance with §3400 and as set forth in the General Conditions, Supplementary General Conditions, or the Specifications. All data substantiating the proposed substitute as an “equal” item shall be submitted with the written request for substitution. RCEA reserves the right to make all final decisions on product and vendor selection.

G. TAXES

Applicable taxes are expected to be paid by the Contractor and shall be included in the bid prices.

H. DISCOUNTS

Any discounts which the Bidder desires to provide RCEA must be stated clearly on the bid form itself so that RCEA can calculate the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by RCEA in the determination of the lowest responsible responsive Bidder.

I. QUANTITIES

The quantities shown on the Plans and Specifications are approximate. RCEA reserves the right to increase or decrease quantities as desired.

J. PRICES

Bidders must quote prices F.O.B. unless otherwise noted. Prices should be stated in the units specified and Bidders should quote each item separately.

K. ALLOWANCES

An “allowance” means an amount included in the bid proposal for work that may or may not be included in the Project, depending on conditions that will become known only after the Project is underway.

L. SAMPLES

On request, if applicable, samples of the products being bid shall be furnished to RCEA.

M. CONTAINER COSTS AND DELIVERY

All costs for containers shall be borne by the Bidder. All products shall conform to the provisions set forth in the federal, RCEA, state and city laws for their production, handling, processing, and labeling. Packages shall be so constructed to ensure safe transportation to the point of delivery.

N. COMPLIANCE WITH APPLICABLE LAW

All equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law, including, but not limited to, Labor Code §§1771, 1778 and 1779. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail.

O. ADDENDA

No addenda will be issued within 48 hours of the designated bid opening time. Any addenda resulting in material changes, addition, or deletion will be issued at least 72 hours before the designated bid opening time; otherwise, the Bid time shall be extended by not less than 72 hours.

P. COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract or at such other office as Contractor may from time to time designate in writing to RCEA or deposited in the United States mail in a sealed postage-prepaid envelope, or if delivered with charges prepaid to any delivery company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to RCEA shall, unless otherwise specified in writing to the Contractor, be delivered to RCEA and any notice to or demand upon RCEA shall be mailed in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any delivery company for transmission to RCEA at such address, or to such other representatives of RCEA or to such other address as RCEA may subsequently specify in writing to the Contractor for such purpose.
- d. Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post; or, in case of any delivery company, at the time of actual receipt.

Q. MINIMUM RATES OF PAY

The Contractor, and each subcontractor participating in the Project, shall be required to pay the prevailing wages as established by the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA, Phone: (415) 703-4780.

This project is / is not subject to compliance monitoring and enforcement by the California Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1770 *et seq.* In accordance with Labor Code sections 1725.5 and 1770 *et seq.*, all Bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work. Contractor will be required to maintain records and release them to Owner's Representative for the project record.

R. JOB OFFICES

- a. The Contractor must designate an area to serve the posting requirements of this contract. A board (4' x 8') must be in plain view in a well-trafficked area on site. On this board will be posted EEO and wage information in compliance with the General Conditions of this contract.
- b. The Contractor and their subcontractors may maintain such office and storage facilities on the site as may be necessary for the proper conduct of the work. These shall be located so as to cause no interference with any work to be performed on the site. The Owner's Representative must be consulted with regard to locations.

- c. Upon completion of the project, or as directed by RCEA, the Contractor shall remove all such temporary structures and facilities from the site, same to become their property, and leave the premises in the condition required by RCEA.
- d. The Contractor shall furnish and maintain, during construction of the project, adequate facilities at the site to be designated by RCEA for the use of RCEA or the Owner's Engineer.

S. NOISE ABATEMENT PROVISIONS

- a. Noise Affecting Sites and Adjacent Neighborhoods:
 - i. Limit noise and vibration to a reasonable level as related to specific items of equipment used and their hours of use and as indicated herein. This does not preclude use of mechanical equipment, i.e., jack hammers or power-driven fasteners.
 - ii. The Owner's Representative and the Owner shall be the sole judges of permissible noise and vibration levels and they have the right to designate times when they may be used. Comply also with requirements of Section 01 11 00 – Summary Of Work.
- b. External Noise:
 - i. Locate stationary noise sources away from noise sensitive land uses and buildings to the extent possible. Obtain approval from the Owner's Representative before locating stationary noise sources.
 - ii. Use truck haul routes through surrounding communities which minimize impacts on noise sensitive land uses. On the site, use routes as directed and approved by Owner's Representative.
- c. Vibration Control: Provide ten (10) working days' notice before conducting construction activities that might cause vibration, such as, but not limited to, drilling, excavation, compaction, pile driving, etc.
- d. Noise Levels: Do not exceed an average continuous sound level of 72 Dba, measured at the perimeter of the work area, and do not exceed an impact noise level of 100 Dba measured at the perimeter of the work area, and only two impact occurrences between 72 Dba and 100 Dba are permitted in a one-hour period.

END OF SECTION 00 22 13

SECTION 00 41 00 – BID FORM

TO: Redwood Coast Energy Authority
Installation of H Street Eureka Electric Vehicle Charging Stations
RCEA Project No. IFB-22-503

Name of Bidder: _____
(Note: Name must be exactly as it appears on Contractor's License.)

Business Address: _____

Telephone Number: _____

Residence Address: _____

The work to be done shall be constructed in accordance with the Contract Documents and the General Prevailing Wage provisions as specified in the "Invitation To Bidders".

Bids are submitted for the entire work. The amount of "The Bid" for comparison purposes will be the determination of the apparent low bid as specified in Section 00 21 13, "Instructions to Bidders".

The Bidder shall set forth for the Base Bid and each Alternate, if any, in clearly legible figures, a written lump sum price and a numeric lump sum price.

In case of a discrepancy between the two notated prices, the written price shall prevail, unless, however, if the amount set forth in writing is ambiguous, unintelligible, or uncertain for any cause, or is omitted, then the amount set forth in the numeric column for the item shall prevail.

If this proposal shall be accepted and the undersigned fails to enter into the Contract and to give the bonds as required within ten (10) calendar days after the Bidder has received notice that the contract has been awarded, RCEA may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this bid shall be forfeited and become the property of RCEA.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named therein; that the bid is submitted without collusion with any other person, firm, or corporation; that Bidder has carefully examined the location of the proposed work, the proposed form of contract, and the plans therein referred to; and proposes and agrees if this bid is accepted, that Bidder will contract with RCEA in the form of RCEA's contract, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the material specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Owner's Engineer as therein set forth, and that he will take in full payment therefor the following item prices to wit:

Receipt and compliance with the following Addenda to the Contract Documents is acknowledged:

1. Addendum No.____ Dated_____
2. Addendum No.____ Dated_____
3. Addendum No.____ Dated_____
4. Addendum No.____ Dated_____
5. Addendum No.____ Dated_____

I, _____, as an agent for _____, declare under penalty of perjury under the laws of the State of California, that the information contained in this Bid is true and correct.

Executed at _____, California, on _____, 2022

The project shall be complete within the time limits specified in Section 00 22 13, "Supplementary Instructions To Bidders." The undersigned is aware the Contract includes provisions for liquidated damages as specified in Section 00 21 13, "Supplementary Instructions To Bidders," if the Project is not completed within the agreed time of completion.

THE UNDERSIGNED, as Bidder, proposes the following:

BASE BID:

To furnish and complete the ~~entire~~-electrical work only as shown on the drawings and listed in the specifications, including required contract, bonds, and insurance, without additions or subtractions on account of specified alternates, for the sum of:

Base Bid (Lump Sum):	
	\$ _____
Total Amount in Words	Total

PRICE BREAKDOWN:

~~Please provide information below to break out civil work and electrical work~~ Below is the information for electrical work that is broken out from civil work for easier evaluation. ~~Civil work will include foundations, trenching, backfilling, concrete, and paving.~~ Electrical work will only include: the meter pedestal, the charging stations, concrete pads for service panel and charging stations, ~~the pull box,~~ wire, and conduit:

<i>Description</i>	<i>Specifications</i>	<i>Total Installed Cost</i>
Electrical Work	Include: the pedestal-mounted meter/main service panel, concrete pads for EVSE and service panel, the charging station install, wire, utility conduit stub out, and conduit serving EVSE	\$

BID ALTERNATES:

1. None for this project

UNIT PRICES

For changing quantities of work items from those indicated on the contract drawings and specifications, upon written instructions from the Owner’s Engineer, the following prices shall prevail:

1. None for this project

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the General Conditions.

Proposal Signature Page

Accompanying this proposal is _____
(Insert the words "Cash (\$)", "Cashier's Check", "Certified Check", or "Bidder's Bond", as the case may be) in the amount of at least ten percent (10%) of the total Bid Price submitted. The names of all persons interested in the foregoing proposal as Principals are as follows:

(NOTE: If a Bidder or other interested person is a Corporation, state the legal name of the corporation, also names of the president, secretary, treasurer, and manager thereof; if a Co-partnership, state the true name of the firm, also state the names of all individual co-partners composing the firm; if the Bidder or other interested person is an Individual, state the first and last names in full.)

Licensed in accordance with an Act providing for the registration of Contractors:

License No.: _____ Expiration Date: _____

DIR Number: _____

