

**NOTICE INVITING INFORMAL BIDS FOR
FURNISHING AND INSTALLING A ONE-TON DERRICK CRANE**

1 NOTICE IS HEREBY GIVEN that informal bids will be received by the Ventura Port District, Ventura, California (“Owner” or “District”) for furnishing all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the Contract Documents as described in Section 6 below, for furnishing and installing a one-ton derrick crane, with all appurtenances thereto, in strict accordance with the specifications on file at the Office of the General Manager, Ventura Port District, 1603 Anchors Way Drive, Ventura, Ventura County, California, 93001.

2 DATE OF OPENING BIDS. Bids must be filed with the Ventura Port District at its office at 1603 Anchors Way Drive, Ventura, California, 93001 not later than 11:00 am on April 23, 2019 at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside “**Ventura Port District Furnish and Install One-Ton Derrick Crane on Commercial Fish Pier Deck.**” Any bids received after the date and time of opening of bids shall be returned unopened.

3 LOCATION OF THE WORK. The work to be constructed hereunder is located at the Ventura Harbor Village area on Spinnaker Drive in Ventura, California; as such specific location shall be determined in the Owner’s absolute and sole discretion.

4 DESCRIPTION OF WORK. The work consists of furnishing and installing a one-ton derrick crane on the Commercial Fish Pier and as otherwise described in the Contract Documents.

5 AWARD OF CONTRACT. The Owner reserves the right, after opening bids, to reject any and all bids, or to make award to the lowest responsible bidder and reject all other bids, in the manner set forth under the California Uniform Public Construction Cost Accounting Act pursuant to Public Contract Code Section 22000 et seq. Bids will be compared on the basis of the Owner’s Engineer’s estimate and evaluation of the quantities and costs of the items of work as shown on the Bid Sheet(s). A good faith determination by the Owner as to whether a bid is responsive or whether a bidder is responsible shall be final, conclusive, and binding, and shall not be the basis of a claim for lost profits or damages of any kind whatsoever by a bidder to whom the contract is not awarded. The Owner will award a contract or reject all bids within 90 days of the bid opening and no bid may be withdrawn during that period. The Owner reserves the right to waive or seek correction of immaterial errors in a bid, in the Owner’s sole discretion.

6 CONTRACT DOCUMENTS. The contract documents shall consist of the documents indicated in the Table of Contents attached to this Notice Inviting Informal Bids, including the Notice Inviting Informal Bids, the Bid, the Bid Sheet(s), the Contractor’s Licensing Statement, the List of Subcontractors, the Agreement, the Payment Bond (for contracts exceeding \$25,000.00, the Notice to Proceed, the bidder’s security (cash, certified check, cashier’s check, or bidder’s bond), the Special Conditions of the Contract, the Detail Specifications, the Attachments, and the drawings and all additions, deletions, modifications, and appendices, and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any said documents (all of which such drawings, additions, deletions, modifications, appendices, and addenda are on file in the office of the General Manager, Ventura Port District, Ventura, California). Copies of the drawings, specifications and bidding documents may be obtained for purchase on or about April 8, 2019 from the CyberCopy Public

Plan Room Access internet site at <http://dfs.cybercopyusa.com/planrooms/public/index.php>. Bidders shall be solely responsible for making any and all arrangements necessary directly with CyberCopy to order, purchase, and have delivered any and all paper and/or digital copies of the drawings, specifications, and bidding documents. Questions about how to obtain and procure the documents may be directed to Jim McAfee of CyberCopyUSA at (805) 642-3292 or dfs@cybercopyusa.com.

7 BIDDER OBLIGATIONS. Each bidder shall carefully examine the drawings, read the specifications and the forms of the contract documents, and shall 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 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 bidder's failure to visit and become acquainted with the conditions at the construction site, shall in no respect relieve bidder from any obligation imposed by bidder's bid or by the contract. The submittal of a bid shall be taken as prima facie evidence of compliance with all instructions contained herein.

8 CLASSIFICATION OF CONTRACTORS' LICENSES; REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS. Contractors submitting a proposal shall possess, at the time the contract is awarded, the following classes of contractor's license(s) issued pursuant to Division 3, Chapter 9, of the Business and Professions Code of the State of California: Class A or Class C-61. The Contractor shall certify that the license(s) specified are the classification(s) of contractor's license required by law to enable the Contractor to perform the Work contemplated under the Contract Documents. Contractor shall provide Owner with their Contractor's license number and expiration date as provided in the Proposal, and shall present satisfactory evidence that they are licensed in good standing. Contractors submitting proposals shall be registered with the Department of Industrial Relations, as provided in Labor Code Section 1725.5, and shall include evidence that they are so registered with their proposal.

9 PREVAILING RATES OF WAGES. In accordance with the provisions of the California Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained and determined the general prevailing rates of wages for general, holiday and overtime work in the locality in which the work is to be performed. These wages are published and available for inspection at the District's office. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under the contractor to pay not less than the prevailing specified rates to all workers employed by them in the execution of the contract. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Job site notices required by Labor Code Section 1771.4 shall be posted. Contractors and subcontractors failing to comply with the prevailing wage requirement are subject to debarment by the Labor Commissioner, as provided in Labor Code Section 1771.1. Debarred contractors are declared ineligible to perform work on any public works project, either as the prime contractor or a subcontractor.

10 CERTIFIED CHECK AND BONDS. Each bid shall be accompanied by cash, a certified cashier's check, or by a corporate surety bond on the form furnished by the District, as a guaranty that the bidder will, if an award is made to bidder in accordance with the terms of bidder's bid, promptly secure worker's compensation insurance and liability insurance, 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 materialmen and laborers thereunder. Said check shall be in an amount not less than 10 percent of the total amount set forth on the Bid Sheet(s). A faithful Payment Bond (for contracts in excess of \$25,000.00) shall each be for not less than

100 percent of the amount set forth by the Contractor on his or her Bid Sheet(s). The Owner reserves the right to reject any bond if, in the opinion of the Owner's Legal Representative, the Surety's acknowledgement is not in the form included in the contract documents or in another substantially equivalent form as prescribed by law. The bid security of unsuccessful bidders shall be returned to such bidders within sixty (60) days of the time the award of contract is made.