

TOWN OF SAN ANSELMO

DEPARTMENT OF PUBLIC WORKS

BID BOOK

FOR

SLOPE STABILIZATION 139 OAK SPRINGS DRIVE

IN

SAN ANSELMO CALIFORNIA

For use in connection with the project Plans, Special Provisions, Standard Specifications and Standard Plans of the California Department of Transportation dated 2015, the Revised Standard Specifications of the California Department of Transportation current on **March 26, 2018** the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the current Marin Uniform Construction Standards.

Contract No. 031918

March 26, 2018

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NOT FOR BIDDING PURPOSES

INSTRUCTIONS TO BIDDERS

1. INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS

- a. Bidder shall, before submitting its Bid, carefully study and compare the components of the Contract Documents and shall examine the Project Site, the conditions under which the Work is to be performed, and the local conditions.
- b. In the event Bidder has any question as to the meaning of any part of the Contract Documents, or Bidder finds any error, omission, inconsistency, or ambiguity in the Contract Documents, Bidder shall make a written Request for Clarification prior to submitting its Bid. Requests for clarification or interpretation of the Contract Documents shall be addressed only to the Engineer designated in the Notice to Contractors. It shall be the Bidder's responsibility to ensure that any such request is submitted to the Town in a timely manner to allow sufficient time for the Town to issue a written Addendum.
- c. If necessary, the Town shall make clarifications, interpretations, corrections, and changes to the Contract Documents by Addenda issued as provided in Section 2 of these Instructions to Bidders, below. Purported clarifications, interpretations, corrections, and changes to the Contract Documents made in any other manner shall not be binding on the Town, and Bidders shall not rely upon them.

2. ADDENDA

- a. Addenda will only be issued in writing. The Town will make reasonable efforts to deliver (via email or U.S. Mail) Addenda to all Bidders who are known by the Town to have received a complete set of Contract Documents and who have provided an email address and a street address for receipt of Addenda.
- b. Each Bidder shall be responsible for ascertaining, prior to submitting its Bid, that it has received all issued Addenda. Town makes no guarantee that all Bidders will receive all Addenda. Copies of Addenda will be made available for inspection at the office where Contract Documents are on file for inspection, as indicated on the Notice to Contractors.
- c. Addenda withdrawing the Notice to Contractors or postponing the Bid Deadline may be issued any time prior to the Bid Deadline. However, if any Addenda result in a material change (addition or deletion) to the Contract Documents, the Bid Deadline shall be extended by the Town by not less than 72 hours, pursuant to California Public Contract Code section 4104.5.
- d. Each Bidder shall acknowledge receipt of all Addenda on the Bid. Failure to acknowledge receipt of Addenda may render the bid non-responsive.

3. FILLING IN BID BOOK BY BIDDERS

- a. The portion of the Contract Documents entitled "Bidding Documents" (including the Notice to Bidder, the Instructions to Bidders, the Bid and the Bid Forms) focuses the Bidder's attention on the requirements for submitting a bid.
- b. Bids shall be submitted on the Bid Forms included within the Bid Book. A complete Bid Book, with all Bid Forms, must be submitted.
- c. All blanks on the Bid Forms shall be filled in by typewriter or printed legibly in black ink.
- d. Interlineations, alterations, and erasures must be individually initialed by the Bidder.
- e. Bidder shall not modify or qualify the Bid Book in any manner.

- f. The Bid Forms shall be signed by a person or persons legally authorized to bind Bidder to the Contract. The individuals signing each document shall warrant that they are authorized to bind the legal entity of the Bidder.

4. SUBMITTING BID

All Bids shall be submitted as directed in the Special Provisions.

NOT FOR BIDDING PURPOSES

(DO NOT DETACH)

BID TO THE TOWN OF SAN ANSELMO

DEPARTMENT OF PUBLIC WORKS

FOR PROJECT KNOWS AS: SLOPE STABILIZATION 139 OAK SPRINGS DRIVE

CONTRACT NO. 031918

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: **AREA CODE ()** _____

FAX NO: **AREA CODE ()** _____

CONTRACTOR LICENSE NO. _____

DATE OF BID: _____

The work to be performed under this Contract consists of, but is not limited to, constructing a 97-foot long cast-in-drilled-hole (CIDH) with tiebacks retaining structure adjacent to 139 Oak Springs Drive in San Anselmo. The work shall include asphalt removal, roadway construction, excavation, drilling, traffic control and other miscellaneous items not mentioned above that are required by the Plans, Standard Specifications and the Special Provisions.

The work for which this bid is submitted is for construction in conformance with the Bid Book, (including the payment of not less than the State general prevailing wage rates), the Project Plans and Special Provisions described below, including any addenda thereto, the Contract Agreement annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated **2015**, the California Department of Transportation Standard Specifications, dated **2015**, the California Department of Transportation Revised Standard Specifications, dated prior to **March 26, 2018**, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, the current edition of the Marin Uniform Construction Standards and subsequent revisions, and documents included in the specifications by reference.

The work shall conform to the requirements of the Contract Documents as presented and/or referenced in the documents dated **March 26, 2018** and entitled:

TOWN OF SAN ANSELMO
SLOPE STABILIZATION 139 OAK SPRINGS DRIVE
BID BOOK

And

TOWN OF SAN ANSELMO
SLOPE STABILIZATION 139 OAK SPRINGS DRIVE
SPECIAL PROVISIONS

The project plans for the work to be done were approved **March 26, 2018** and are entitled:

TOWN OF SAN ANSELMO
SLOPE STABILIZATION 139 OAK SPRINGS DRIVE

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items in the **TOTAL BASE BID**.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the *TOWN OF SAN ANSELMO*'s Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity that may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *TOWN OF SAN ANSELMO*, and that discretion will be exercised in the manner deemed by the *TOWN OF SAN ANSELMO* to best protect the public interest in the prompt and economical completion of the work. The decision of the *TOWN OF SAN ANSELMO* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

The quantities of work under each item are approximate only, being given for a basis of comparison of Bids, and the right is reserved to the Town to increase or decrease the amount of work under any item as may be required, in accordance with provisions set forth in the specifications for this project.

The total amount of money set forth for each item of work or as the total amount bid for the project does not constitute an agreement to pay a lump sum for the work unless it specifically so states.

If this bid shall be accepted and the undersigned shall fail to enter into the contract and furnish all bonds in the sums required by the State Contract Act, with surety satisfactory to the *TOWN OF SAN ANSELMO*, within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *TOWN OF SAN ANSELMO* that the contract has been awarded, the *TOWN OF SAN ANSELMO* 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 the security accompanying this bid shall operate and the same shall be the property of the *TOWN OF SAN ANSELMO*.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans and specifications therein referred to; and he proposes, and agrees if this bid is accepted, that he will contract with the *TOWN OF SAN ANSELMO*, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the *TOWN OF SAN ANSELMO* as therein set forth, and that he will take in full payment for the following prices:

NOT FOR BIDDING PURPOSES

**TOWN OF SAN ANSELMO
 SCHEDULE OF BID ITEMS 'BID LIST'
 SLOPE STABILIZATION 139 OAK SPRINGS DRIVE**

*Revocable if not used

BASE BID

NO.	ITEM	QUANTITY	UNITS	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	MOBILIZATION	1	LS		
2	TRAFFIC CONTROL SYSTEM AND CONSTRUCTION SIGNS	1	LS		
3	WATER POLLUTION CONTROL	1	LS		
4	REMOVE EXISTING CURB AND GUTTER	97	LF		
5	CLEARING AND GRUBBING	1	LS		
6	EARTHWORK	1	LS		
7	AGGREGATE BASE (TYPE II)	10	TON		
8	HOT MIX ASPHALT (TYPE A)	40	TON		
9	18-INCH DIAMETER CAST IN DRILLED HOLE PILES	323	LF		
10	CLASS "D" CONCRETE (PILE CAP)	290	SF		
11	DRILLED TIEBACK, 6 IN DIAMETER, 30 FT LONG	8	EA		
TOTAL BASE BID					

The award of contract, if awarded, shall be made to the lowest responsive bidder based on the **“Total Base Bid”** amount.

NOT FOR BIDDING PURPOSES

The Bidder shall list the name and address of each and every subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.33C "Subcontractor List" of the Standard Specifications. The bidder shall here give a complete description of the work to be performed by each subcontractor. If no subcontractor is listed for a portion of work, the contractor is required to self perform that portion of the work. (Public Contract Code § 4100).

LIST OF SUBCONTRACTORS

<u>SUBCONTRACTORS AND ADDRESS</u>	<u>LICENSE NUMBER & CLASS, AND DIR REGISTRATION NUMBER</u>	<u>DESCRIPTION OF PORTION OF WORK TO BE SUBCONTRACTED</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOT FOR BIDDING PURPOSES

NO SUBSTITUTIONS OR ADDITIONS MAY BE MADE WITHOUT PRIOR WRITTEN APPROVAL

SUBCONTRACTS

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at <http://www.dir.ca.gov/dir/Labor-law/DLSE/Debar.html>.

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

NOT FOR BIDDING PURPOSES

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376 §1, Stats. 1985), the bidder hereby declares

under penalty of perjury under the laws of the State of California that the bidder has , has not been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes No

If the answer is yes, explain the circumstances in the following space:

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NOT FOR BIDDING PURPOSES

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

(California Public Contract Code § 7106; 23 U.S. Code § 112).

Note: The above Noncollusion Declaration is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Declaration. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NOT FOR BIDDING PURPOSES

WORKER'S COMPENSATION CERTIFICATION

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.

Signature of Contractor

Date

Printed Name

NOT FOR BIDDING PURPOSES

EXPERIENCE AND FINANCIAL QUALIFICATIONS

The following statement as to experience and financial qualifications of the Bidder are submitted in conjunction with the bid, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the bidder.

The Bidder has been engaged in the contracting business under the present business name for _____ years. Experience in work of a nature similar to that covered in the bid extends over a period of ___ years.

The Bidder currently holds a valid Contractor's License of the following Class or Classes, _____ issued by the Contractor's License Board under the provision of Chapter 9 of Division 3 of the Business and Professions Code of the State of California.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows: (Name any and all exceptions and reasons therefor).

In the last 10 years, have you or your firm been a party to arbitration, lawsuit or any other proceeding involving work that you or your firm performed? yes ___ no ___

If so, please provide the following information as to each such proceeding:

- (I) the name, address and telephone numbers of all parties to the proceeding;
- (II) the general nature of the claims being made against or by your firm;
- (III) the outcome of the proceeding.

Have you or your firm ever requested payment of more money than any of your clients have been willing to pay? yes ___ no ___

As to each such request, please state:

- (I) the name, address and telephone number of the client;
- (II) the amount and nature of your claim;

(III) the nature of the client's position;

(IV) the outcome of your claim.

The following contracts have been satisfactorily completed in the last three years for the person, or authority indicated, and to whom reference is made. (Name five contracts.)

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following is a list of plant and equipment owned by the Bidder, and which is definitely available for use on the proposed work as required.

Quantity	Name, Type & Capacity	Condition	Location
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOT FOR BIDDING PURPOSES

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 2, CODE OF FEDERAL REGULATIONS, PART 1200

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR FIELD REVIEW CERTIFICATION PRIOR TO BID

We _____ (Contractor's name), have inspected the locations of all proposed work included in the "SLOPE STABILIZATION 139 OAK SPRINGS DRIVE" and have determined all the field conditions and obstructions and are bidding accordingly.

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NOT FOR BIDDING PURPOSES

CONTRACTOR'S LICENSE REQUIREMENT

Section 7028.15 of the Business and Professions Code provides that it is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within the state without having a license therefor except in certain cases. Therefore you must sign one of the following two statements:

1. I am familiar with the provisions of Section 7028.15 of the California Business and Professions Code in my opinion the following exceptions contained within the Code section apply:

I declare under penalty of perjury that the foregoing is true and correct. Executed this ____ day of _____, 2018, at _____ California.

(Signature)

2. I am a licensed contractor possessing the following license _____, the number of which is _____, the license expiration date is _____.

I declare under penalty of perjury that the foregoing is true and correct. Executed this ____ day of _____, 2018, at _____ California.

(Signature)

ANY BID NOT CONTAINING THE FOREGOING INFORMATION OR A BID CONTAINING INFORMATION WHICH IS SUBSEQUENTLY PROVEN FALSE SHALL BE CONSIDERED NON-RESPONSIVE AND SHALL BE REJECTED BY THE PUBLIC AGENCY.

BID (Continued)

Accompanying this Bid is _____

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing BID as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA - This Bid is submitted with respect to the changes to the contract included in addenda number/s _____

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this Bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the Bidder has complied with the requirements of Section 11102 of the Fair Employment and Housing Commission Regulations (Title 2, Div. 4.1 of the California Code of Regulations). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Declaration required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106 are true and correct.

Date: _____



Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

**TOWN OF SAN ANSELMO
DEPARTMENT OF PUBLIC WORKS
BIDDER'S BOND**

We, _____
_____ as Principal, and

_____ as Surety are bound unto the *TOWN OF SAN ANSELMO*, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for the work performed under the contract consisting of, but not limited to: constructing a 97-foot long cast-in-drilled-hole (CIDH) with tiebacks retaining structure adjacent to 139 Oak Springs Drive in San Anselmo. The work shall include asphalt removal, roadway construction, excavation, drilling, traffic control and other miscellaneous items not mentioned above for which bids are to be opened at the Town of San Anselmo Council Chambers, 525 San Anselmo Ave, San Anselmo, California on **May 9, 2018**.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20____.

Principal

Surety
By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

On this _____ day of _____ in the year 2018 before me
_____, personally appeared _____,
Attorney-in-fact

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her/his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(SEAL)

Notary Public

SAMPLE CONTRACT FORMS

CONTRACT SUBMITTAL

Contract Agreement

Payment Bond

Performance Bond

Escrow Agreement for Security Deposits In lieu of Retention (Sample Form to be used if requested by Contractor)

Workers' Compensation Certification

WARRANTY SUBMITTAL

Guarantee

NOT FOR BIDDING PURPOSES

TOWN OF SAN ANSELMO

Contract Agreement for

SLOPE STABILIZATION 139 OAK SPRINGS DRIVE

Project No. 031918

This Agreement is made and entered into this ___ day of _____ 2018 by and between the Town of San Anselmo (hereinafter called Town) and _____ (hereinafter called Contractor). Witnesseth, that the Town and the Contractor, for the considerations hereinafter named, agree as follows:

I - Scope of the Work

The Contractor hereby agrees to furnish all of the resources and activities, materials, equipment and labor necessary, and to complete all of the work shown on the plans and described in the specifications for the project entitled: **SLOPE STABILIZATION 139 OAK SPRINGS DRIVE, Project No. 031918**, all in accordance with the requirements and provisions of the Contract Documents as defined in the Special Provisions which are hereby made a part of this Agreement. The liability insurance provided to Town by Contractor under this contract shall be primary and excess of any other insurance available to the Town.

II- Time of Completion

- (a) The contract shall be signed by the successful bidder and returned, together with the contract bonds, copy of insurance policies, and Certificates of Insurance, with documents to verify any self-insurance coverage within **twelve (12) working days** from the date the Notice of Award is mailed by the Town to the Contractor.
- (b) The work to be performed under this Contract shall be commenced within **eighteen (18) working days** from the date the Notice of Award is mailed by the Town to the Contractor
- (c) The work shall be completed within **twenty (20) working days** counting from and after the eighteenth (18) working day from the date the Notice of Award is mailed by the Town to the Contractor, or from and after the first day of work, whichever occurs first, and with such extensions of time as are provided for in the Special Provisions.

III – Workers' Compensation

The Contractor hereby certifies that before commencing performance of the work of this Contract, it will comply with the provisions of California Labor Code Sections 3700, et seq., which require every employer to be insured against liability for workers' compensation or to undertake self insurance in conformance with the law.

IV - The Contract Sum

The Town shall pay to the Contractor for the performance of the Contract the amounts determined for the total number of each of the units of work in the attached Schedule of Bid Items completed at the unit price stated. The number of units contained in this schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.

IN WITNESS WHEREOF, Town and Contractor have caused their authorized representatives to execute this Agreement the day and year first written above.

TOWN OF SAN ANSELMO:

CONTRACTOR:

Dave Donery, Town Manager

By: **INFORMATION ONLY (NOT TO BE SUBMITTED WITH BID)**

Printed Name:

ATTEST:

Title:

Carla Kacmar, Town Clerk

License Number:

Federal Employer ID Number:

APPROVED AS TO FORM:

Robert F. Epstein, Town Attorney

SAMPLE
NOT FOR BIDDING PURPOSES

TOWN OF SAN ANSELMO
DEPARTMENT OF PUBLIC WORKS

SAMPLE PAYMENT BOND

(Section 9550, Civil Code)

WHEREAS, The *TOWN OF SAN ANSELMO* , acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows: constructing a 97-foot long cast-in-drilled-hole (CIDH) with tiebacks retaining structure adjacent to 139 Oak Springs Drive in San Anselmo. The work shall include asphalt removal, roadway construction, excavation, drilling, traffic control and other miscellaneous items not mentioned above.

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City / County of _____ SS

On this _____ day of _____ in the year 20____ before me _____, personally appeared _____, who proved to me on the basis of _____, *Attorney-in-fact*

satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her/his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(SEAL)

Notary Public

TOWN OF SAN ANSELMO
DEPARTMENT OF PUBLIC WORKS

SAMPLE PERFORMANCE BOND
(To Accompany Contract)

Bond No. _____

WHEREAS, the *TOWN OF SAN ANSELMO*, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows: constructing a 97-foot long cast-in-drilled-hole (CIDH) with tiebacks retaining structure adjacent to 139 Oak Springs Drive in San Anselmo. The work shall include asphalt removal, roadway construction, excavation, drilling, traffic control and other miscellaneous items not mentioned above.

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the *TOWN OF SAN ANSELMO* in the sum of \$ _____ dollars (\$ _____), to be paid to said Town or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the *TOWN OF SAN ANSELMO*, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20____.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City / County of _____ SS

On this _____ day of _____ in the year 20 ____ before me _____, a notary public in and for the City / County of _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be

Attorney-in-fact

the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her/his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(SEAL)

Notary Public

TOWN OF SAN ANSELMO

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the Town of San Anselmo, whose address is 525 San Anselmo Avenue, San Anselmo CA 94960, hereinafter called "Owner," and _____ whose address is _____ hereinafter called "Contractor" and _____ whose address is _____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Contract Agreement entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.
- (2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
- (7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.
- (8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
- (9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

- (10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Title

Name

Address

Signature

On behalf of Contractor:

Title

Name

Address

Signature

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner

Title

Name

Signature

Contractor

Title

Name

Signature

Attachment A – written consent from Contractor’s surety.

TOWN OF SAN ANSELMO

DEFECTIVE MATERIALS AND WORKMANSHIP BOND

SLOPE STABILIZATION 139 OAK SPRINGS DRIVE

WHEREAS, the TOWN OF SAN ANSELMO ("Town") a municipal corporation located in the County of Marin, State of California, has entered into an agreement with _____, hereinafter designated as "Principal" whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled "SLOPE STABILIZATION 139 OAK SPRINGS DRIVE" which said Contract Agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, to protect the Town against the results of defective materials or workmanship for a period of one (1) year after completion and acceptance.

NOW, THEREFORE, we the Principal and _____ as Surety, are held and firmly bound unto the TOWN OF SAN ANSELMO in the sum of \$ _____, lawful money of the United States, being not less than ten (10%) percent of the Final Estimate of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said work is found to contain defects in material or workmanship within a period of one (1) year from the date of completion and acceptance and the Principal, his/her/its heirs, executors, administrators, successors or assigns, shall fail to correct such defects, then said Surety will pay the cost for correction of any defects in material or workmanship which appear within said one (1) year in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

If any action shall be brought by the Town upon the bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of the Town's Judgment in any action.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal and Surety and acknowledgment and notarial seal attached.

(SEAL)

PRINCIPAL

By: _____

Title: _____

SURETY

By: _____

Title: _____

The above bond is accepted and approved this ____ day of _____, 20____.