



April 5, 2019

ATTENTION BIDDERS

**Addendum No. 1
to the**

2019 PAVEMENT REHABILITATION PROJECT PHASE 1

is hereby issued by the Town of San Anselmo as follows:

This Addendum No. 1 consists of replacing seven (7) 8½" x 11" pages. This Addendum No. 1 consists of the following additions, changes, and clarifications to the contract documents:

BID BOOK

1. The cover page of the Bid Book, the Bidder's Bond (Page BB-20) are updated to reflect the revised bid opening date of April 17, 2019 at 10:00 a.m.
2. Page one of the sample contract in the Bid Book (Page C-2) is amended to:
 - a. reduce the number of working days to commence work from twenty to eighteen and
 - b. extend the number of working days from fifteen to twenty.

SPECIAL PROVISIONS AND NOTICE TO BIDDERS

3. The cover page of the Special Provisions is updated to reflect the revised bid opening date of April 17, 2019 at 10:00 a.m.
4. The Notice to Bidders is updated to
 - a. reflect the revised bid opening date of April 17, 2019 at 10:00 a.m.,
 - b. change the number of working days from 15 to 20, and
 - c. to change the last day to communicate questions in writing to April 10th.

ACKNOWLEDGEMENT BY BIDDER

Each bidder is required to acknowledge receipt of this Addendum No. 1 by filling-in the space provided on under "Addenda" within the Bid Book section of the Contract Documents (page BB-19) **and** by attaching a copy of the Addendum to the contract before bids are opened on **Wednesday April 17 2019 at 10:00 a.m.**

4/5/19

Date



Sean Condry, Town Engineer

Addendum No. 1

TOWN OF SAN ANSELMO

DEPARTMENT OF PUBLIC WORKS

BID BOOK

FOR

2019 PAVEMENT REHABILITATION PROJECT: PHASE 1

Project No. 2019SR1

For use in Connection with the Special Provisions, Project Plans, the 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 30, 2019**, the Caltrans Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the current Marin Uniform Construction Standards.

Bid Opening:

~~April 16, 2019~~ **APRIL 17, 2019 at 10:00 a.m.**

Town of San Anselmo

Council Chambers

525 San Anselmo Avenue

San Anselmo, CA 94960

**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:

clearing and grubbing, cold plane asphalt removal, hot mix asphalt paving, utility adjustments, pavement delineation and signage, traffic control, water pollution control and ancillary work on Morningside Drive, Meadowcroft Drive, Broadmoor Avenue, Brookside Drive, Stone Court and Brookside Court as shown on the project plans for which bids are to be opened at the Town of San Anselmo Council Chambers, 525 San Anselmo Ave, San Anselmo, California on **April 17, 2019**.

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 2019 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

TOWN OF SAN ANSELMO

Contract Agreement for

2019 PAVEMENT REHABILITATION PROJECT: PHASE 1

Project No. 2019SR1

This Agreement is made and entered into this ___ day of _____ 2019 by and between the Town of San Anselmo (hereinafter called Town) and _____ (**Insert Contractor Name**) (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: **2019 PAVEMENT REHABILITATION PROJECT: Phase 1, Project No. 2019SR1**, 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

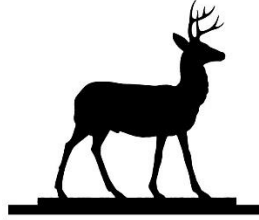
- (a) The contract shall be signed by the successful bidder and returned, together with the contract bonds, copy of insurance policies, and Certificates of Insurance, with documents to verify any self-insurance coverage within **fifteen (15) working days** from the date the Notice of Award is mailed 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 (18th)** 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.



TOWN OF
SAN ANSELMO
EST. 1907

2019 PAVEMENT REHABILITATION PROJECT: PHASE 1

SPECIAL PROVISIONS

For use in Connection with the Project Bid Book, Project Plans, the 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 30, 2019**, the Caltrans Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the current Marin Uniform Construction Standards.

BID OPENING:

~~April 16, 2019~~ **April 17, 2019** at 10:00 a.m.

Town of San Anselmo

Council Chambers

525 San Anselmo Avenue

San Anselmo, CA 94960

TOWN OF SAN ANSELMO
NOTICE TO BIDDERS

INVITING SEALED PROPOSALS FOR 2019 PAVEMENT REHABILITATION PROJECT: PHASE 1

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Town of San Anselmo, Department of Public Works, 525 San Anselmo Avenue, San Anselmo, California 94960, until 10:00 a.m., April 17, 2019, at which time they will be publicly opened and read for: **2019 PAVEMENT REHABILITATION PROJECT: PHASE 1**.

This project is to be advertised pursuant to Public Contract Code 22037 and San Anselmo Municipal Code 2-10.06. This project is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

SCOPE: The bid shall cover all costs for all work involved and furnishing of the resources and activities that are required for the 2019 PAVEMENT REHABILITATION PROJECT: PHASE 1. The work to be performed under this contract consists of, but is not limited to clearing and grubbing, cold plane asphalt removal, hot mix asphalt paving, paving mat, utility adjustments, pavement delineation and signage, traffic control, water pollution control and ancillary work on Morningside Drive, Meadowcroft Drive, Brookside Drive, Stone Court and Brookside Court as shown on the project plans.

ENGINEER'S COST ESTIMATE: \$625,000
NUMBER OF WORKING DAYS: 20
LIQUIDATED DAMAGES: \$1,500

INSPECTION OF DOCUMENTS: Plans, Notice to Bidders, Bid Book, and Special Provisions may be viewed at the Department of Public Works, 525 San Anselmo Avenue, San Anselmo, CA 94960, and can be obtained from BPXpress Reprographics located at 4903 Central Avenue, Richmond, CA 94804 for a non-refundable cost of \$25 per set. Shipping and handling are extra, depending on the delivery method. Electronic copies of the documents are also available for a non-refundable cost of \$25 per set.

Copies of the documents can be viewed and ordered at www.blueprintexpress.com/sananselmo. They can also be ordered by contacting BPXpress Reprographics by phone at (510) 559-8299 or by email at Richmond@blueprintexpress.com. For any questions about ordering or downloading process, please contact BPXpress. It is the responsibility of each prospective bidder to confirm his/her firm is on the plan holders list held at BPXpress to ensure receipt of any subsequent communications, such as Addenda.

No pre-bid meeting is scheduled for this project.

ELIGIBILITY: Bidders must hold a valid license to perform the required work as provided by the Business and Professions Code and may be required to submit evidence to the Town as to their ability, financial responsibility, and experience, in order to be eligible for consideration of their proposal. The Contractor shall possess a valid Class A License for the State of California at the time contract is awarded. Prior to submitting a bid, the Contractor and subcontractors must be registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code section 17255.5, subject to limited legal exceptions under Labor Code section 1771.4. This contract will be subject to compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4.

BID: Bids must cover the entire project and neither partial nor contingent bids will be considered. Bids must be submitted as a completed Bid Book with bidder's security and signed copies of all issued addenda.

BIDDER'S SECURITY: Bids shall be accompanied by one of the following forms of bidder's security equal to at least 10 percent of the bid and made out to Town of San Anselmo: Certified Check, Cashier's Check, Bidder's Bond. If using a bidder's bond, use the form in the Bid Book or a form containing the same information.

ADDENDA: When issued, addenda will be on file at the Town of San Anselmo, Department of Public Works at least 72 hours before bids are opened. In addition, all addenda will be faxed or e-mailed to persons on the Town's Bid Holder's List; however, it shall be the bidder's responsibility to ensure that the contact information is correct and to make inquiry as to the addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda whether or not received by the bidders. Bidders who acquire project bid documents from sources other than directly from the Town of San Anselmo are not on the Town's bid holder's list and are solely responsible for inquiring about and acquiring all addenda. If the Town issues any addendum that results in a material change to the invitation for bids, the date and time for submitting bids will be extended by at least 72 hours and the revised bid opening date will be noted on the addendum.

PREVAILING WAGES: In compliance with the provisions of Section 1777.6 of the Labor Code of the State of California, as amended, the Contractor and each of his Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, work classifications, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, or worker employed by them in connection with the Project. Said records shall be available for inspection at all reasonable hours, and copies shall be made available to the employer or his authorized representative, the State Division of Labor Standards Enforcement, the State Division of Apprenticeship Standards, and the Town. Attention is directed to Section 7-1.02K (2), "Wages," of the Standard Specifications and The General Prevailing Wage Rates determined by the Director of Industrial Relations for Town of San Anselmo where the work is to be completed. Copies of said wage rates are available at the Labor Compliance Office and at the Public Works Department, 525 San Anselmo Avenue, San Anselmo. Changes, if any, to the general prevailing wage rates will be available at the same location.

ACKNOWLEDGEMENT OF CONDITIONS: By submitting a bid in response to this notice inviting bids, the bidder shall be conclusively deemed to have visited the site, read, understood and agreed with all of the information and materials contained in the bid documents, including but not limited to the Contract, the Bid Book, the Special Provisions, the Project Plans, the current Marin Uniform Construction Standards, the 2015 Caltrans Standard Plans and Specifications, the Revised Standard Specifications current on March 30, 2019, the required indemnification obligation, and the required nature and amount of insurance and endorsements and certificates evidencing such insurance.

BID OPENING: Bids will be opened and read at the Town of San Anselmo Town Hall on the day specified above. Bids must cover the entire project, and neither partial nor contingent bids will be considered.

BID PROTEST: All bid protests shall be in writing and delivered to the Town of San Anselmo Public Works Director within five (5) working days following the determination of the lowest responsible bidder. If necessary, a hearing may be held to determine the position of all involved parties.

AWARD: Award of contract, if awarded, will be to the lowest responsible bidder whose proposal complies with prescribed requirements, and will be within ten (10) days after receipt of proposals. The Town of San Anselmo reserves the right to reject any or all bids or any portion of any bid and/or waive any irregularity in any bid received.


BONDS: The successful bidder must furnish a Performance Bond, a Payment Bond, and a Defective Material and Workmanship Bond. The Performance Bond shall be in an amount equal to one hundred percent (100%) of the total amount bid by the Contractor in his proposal. The Payment Bond shall be in an amount equal to one hundred percent (100%) of the total amount bid by the Contractor in his proposal. The

Defective Material and Workmanship Bond shall be in an amount equal to not less than ten percent (10%) of the contract cost of work determined in the final pay estimated prepared by the Engineer. The surety for such security shall be currently admitted to transact surety insurance by the California Department of Insurance and shall carry a Best's rating of no less than A.

Failure of the successful bidder to execute and return the contract, or to file acceptable bond, as required, within the time allotted shall be cause for the annulment of the award and forfeiture of the bidder's security. The bidder's security of unsuccessful bidders may be retained by the Town of San Anselmo for a period of 30 days after award. If a bidder to whom the contract is awarded fails, or refuses, to execute the contract within 30 days of notice of award, as herein provided, the Director of Public Works may award to the next lowest bidder and apply the bidder's security of the bidder failing, or refusing, to execute contract as herein required. The bidder's security of bidders to whom no award was made will be returned upon request.

If a bidder has any problems understanding or accepting any of the terms and/or conditions specified in the bid documents, for additional information concerning this project, or for technical questions or inquiries based on patent ambiguity of the plans, specifications, contract documents or estimate; they must be communicated in writing to scondry@townofsananselmo.org and rcalvert@townofsananselmo.org prior to 10:00 A.M. on April 10, 2019 and the Town will provide a written response.

Date: 4/5/19

By: 
Sean Condry
Director of Public Works/Town Engineer