

BID FORMS AND SPECIAL PROVISIONS

TOWN OF CORTE MADERA

**GOLDEN HIND PASSAGE STORM DRAIN PUMP STATION AND
IMPROVEMENTS NEAR CAY PASSAGE AND TRADEWIND PASSAGE**

PROJECT NO. 09-001

TIME FOR COMPLETION – 120 90 WORKING DAYS

Plans, Special Provisions and Bid Forms may be obtained at the Corte Madera Department of Public Works, 233 Tamalpais Drive, Suite 200, Corte Madera, CA 94925, for a non-refundable fee of \$30.00. Standard Specifications may be obtained at the County of Marin Public Works Department.

SUBMIT PROPOSALS TO

Town of Corte Madera
Office of the Town Clerk
300 Tamalpais Drive
Corte Madera, CA 94925

By 2:30 p.m.

August 23 ~~July 16~~, 2010

BIDS WILL BE OPENED AND READ PUBLICLY

At Town Hall 2:30 p.m., August 23 ~~July 16~~, 2010

Prepared under the direction

of
Daniel A. Ring
Town Engineer/Public Works Director
and
David James Bracken
Town Manager

R.C.E. 37922
Expires March 31, 2011

NOTICE INVITING BIDS

**TOWN OF CORTE MADERA
STATE OF CALIFORNIA**

**GOLDEN HIND PASSAGE STORM DRAIN PUMP STATION AND
IMPROVEMENTS NEAR CAY PASSAGE AND TRADEWIND PASSAGE**

PROJECT NO. 09-001

SEALED BIDS will be received at the office of the Town Clerk, located at 300 Tamalpais Drive, Corte Madera, California 94925, until the hour of 2:30 p.m. on **August 23** ~~July 16~~, 2010, at which time they will be publicly opened and read, for performing the following work:

Construction of storm drainage improvements consisting of storm drain lines, grated line drains, catch basins, manholes, curb and gutter, a storm water pump station, and other improvements along portions of Golden Hind Passage, Tradewind Passage, Foremast Cove, and Lanyard Cove as shown on the contract drawings.

Plans and specifications are on file in the Corte Madera Department of Public Works, located at 233 Tamalpais Drive, Suite 200, Corte Madera, CA 94925, and may be obtained at a non-refundable cost of \$30.00.

A certified check or bid bond for not less than ten percent (10%) of the proposal shall be submitted with each bid as a guarantee that the bidder, if awarded the Contract, will fulfill the terms of the bid. The Town of Corte Madera reserves the right to refuse any or all proposals or bids or portions thereof. Bids shall be marked: "Bid of (Contractor) for Project No. 09-001, along with date and time of bid opening.

Bidders are hereby notified that provisions of the Labor Code of the State of California, regarding the prevailing wages shall be applicable to the work to be performed under this contract. Pursuant to Labor Code Section 1773 the general prevailing wage rates have been determined by the Director of the California Department of Industrial Relations and appear in the California Prevailing Wage Rates, copies of which are on file with the Town Clerk of the Town of Corte Madera and are available to interested parties on request. Future effective wage rates, which have been predetermined and are on file with the California Department of Industrial Relations, are referenced but are not printed in such publication.

The work covered by this agreement is a "public work" as that term is defined in California Labor Code, Division 2, Part 7, Chapter 1.

Bidders are advised that if they intend to use a craft or classification not shown on the general wage determination, they may be required to pay the wage rate of that craft or classification most clearly related to it as shown in the general determinations.

BIDDER'S PROPOSAL

TOWN OF CORTE MADERA

GOLDEN HIND PASSAGE STORM DRAIN PUMP STATION AND IMPROVEMENTS NEAR CAY PASSAGE AND TRADEWIND PASSAGE

PROJECT NO. 09-001

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as * _____ to the Town of Corte Madera (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Project No. 09-001 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. **This BID will remain subject to acceptance for a period of ninety (90) days after the day of the BID opening.**

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party therein certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract within 5 days of the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **120 90** consecutive working days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each consecutive working day thereafter as provided in Section 5.06 of the Marin County Standard Specifications.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

BIDDER acknowledges notification that the date which the NOTICE TO PROCEED will be issued is no earlier than November 24, 2010.

BIDDER agrees to perform the work described in the CONTRACT DOCUMENTS for the unit prices or lump sum prices stated on the attached BID SCHEDULE.

* Insert "a corporation" or "a partnership" or "an individual" as applicable.

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
25	12 inch PVC Pipe	LF	474	\$ _____	\$ _____
26	Type A Storm Drain Manhole	EA	2	\$ _____	\$ _____
27	Drop Inlet	EA	1	\$ _____	\$ _____

Add Alternate Total \$ _____

TOTAL BID \$ _____

Respectfully submitted:
(Please type or print)

(Please type or print)

Signature _____

Address _____

Title _____

Date _____

License Number _____

Telephone Number _____

Fax Number _____

SEAL – if BID is by a Corporation

Attest

3, Chapter 1, Part 7 (Section 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the TOWN as a penalty the sum of TWENTY-FIVE DOLLARS (\$25.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any SUBCONTRACTOR for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article.

11. CONTRACTOR shall comply with applicable provisions of §1777.5 of the Labor Code for all apprenticeable occupations. In the event CONTRACTOR willfully fails to comply with the applicable provisions of §1777.5, CONTRACTOR shall forfeit as a civil penalty the sum of FIFTY DOLLARS (\$50.00) for each calendar day of non-compliance, which money may be withheld by TOWN pursuant to the provisions of Labor Code §1777.7.

12. CONTRACTOR shall comply with the applicable provisions of §1773.8 of the Labor Code regarding the payment of travel and subsistence payments to each worker necessary to execute the work.

a. It shall be the responsibility of the CONTRACTOR to insure compliance with this section 12(a). Each CONTRACTOR and SUBCONTRACTOR shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR in connection with the work described herein. The CONTRACTOR shall comply with each and every provision of Labor Code Section 1776 pertinent to said records as well as any other records governed by said Section 1776, including, but not limited to, providing copies of payroll records to employees and to the TOWN, advising the TOWN of the location of said records, preserving the confidentiality of the identities of individual employees, and complying with the penalty provisions of Section 1776. Specifically, in the event that the CONTRACTOR'S noncompliance with Section 1776 is evident after the ten day period specified in subparagraph (f) of Section 1776, CONTRACTOR shall pay, as a penalty, to the TOWN \$25 for each calendar day or portion thereof for each worker until strict compliance is effectuated.

13. CONTRACTOR agrees to complete the work within ~~90~~ 120 working days from the date of issuance of the Notice to Proceed (or approved extensions thereof) and to the entire satisfaction of the TOWN before final payment is made. The CONTRACTOR is required to give at least one day's advance notice of the date upon which work is commenced and the date upon which the work is to be completed.

14. It is agreed that CONTRACTOR'S failure to complete the work within the time allowed will result in damages being sustained by the TOWN. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified, as adjusted in accordance with standard specifications, for completion of the work the CONTRACTOR shall pay to the TOWN, or have withheld from monies due it, the sum as stipulated in the special provisions as liquidated

1-1.03 BEGINNING OF WORK

The Contractor shall commence work within 5 working days following the Town Engineer's Notice to Proceed. The first day on which on-site labor is performed shall be considered the first day of work for the purpose of counting working days.

1-1.04 TIME OF COMPLETION

120

The time allowed for completion of the work shall be ~~90~~ working days.

1-1.05 LIQUIDATED DAMAGES

If the work required under this contract is not completed within the time specified for completion, Liquidated Damages in the amount of \$500.00 per working day shall be assessed as set forth in Section 8-1.07 of the Standard Specifications.

1-1.06 CONTRACTOR'S INSURANCE

The Contractor's attention is directed to Section 21 of the Construction Contract for Contractor's Insurance requirements.

1-1.07 PAYMENT FOR EXTRA WORK

When payment is made on a force account basis the amount shall be determined in accordance with Sections 9-1.03 through 9-1.03D of the Standard Specifications, except that actual payroll taxes and required contributions will be used in lieu of the labor surcharge specified in Section 9-103A (1b).

1-1.08 PRECONSTRUCTION CONFERENCES

After the Contractor's schedule of work is submitted, and prior to the start of work, a preconstruction conference will be held with the Agency Engineer to work out an integrated order of work and to provide for traffic control and public safety during construction.

1-1.09 AUTHORITY OF THE AGENCY ENGINEER

The Agency Engineer shall decide all questions which may arise as to the quality and acceptability of the final work product and shall decide all questions which may arise as to the interpretations of the plans and specifications, and all questions as to the acceptable fulfillment of the contract on the part of the Contractor and as to compensation. His decision shall be final.

1-1.10 MATERIALS AND WORKMANSHIP

All materials and workmanship shall be in accordance with these Contract Documents, the Marin Standard Specifications, the Marin Standard Plans, the Standard Plans, and the Standard