

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 2:00 p.m. on 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.

Contractor shall have the responsibility to comply with applicable provisions of Section 1775.5 of the Labor Code for all apprentice occupations. In the event Contractor willfully fails to comply with the applicable provisions of Section 1775.5, Contractor shall forfeit as a civil penalty the sum of \$50.00 for each calendar day of non-compliance, which money may be withheld by Town pursuant to the provisions of Labor Code Section 1775.5.

Contractor may elect to receive 100 percent of payments due under the contract from time to time, without retention of any portion of the payment by the Town of Corte Madera, by depositing securities of equivalent value to the retention amount in accordance with the provisions of Section 22300 of the Public contracts Code. Such securities, if deposited by the Contractor, shall be valued by the Town Engineer/Public Works Director whose decision of such valuation shall be final.

All Bidders shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the project and shall be skilled and regularly engaged in the general class or type of work called for under the Contract.

Any bidder or contractor not properly licensed with the State of California shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of the contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

Each bidder who has not done work similar in nature for the Town of Corte Madera shall submit with this bid a statement setting forth his/her/its experience and business standing. Along with the statement, she/he/it shall list three or more projects that he/she/it has constructed, showing their original bid costs and overall costs when constructed, the names, addresses and current telephone number(s) of the owners of the said projects, whether the bidder has been a party to litigation or arbitration involving construction activities, the names and jurisdiction of all such litigation or arbitration and whether the bidder has ever filed for bankruptcy or become insolvent.

The Town reserves the right to reject any or all bids, or to accept only a portion of certain items of the bid or to waive informalities in the bid.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the

Cartwright Act (Chapter 2 (commencing with Section 126700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties.

BY SUBMITTING A BID IN RESPONSE TO THIS NOTICE INVITING BIDS, THE BIDDER SHALL BE CONCLUSIVELY DEEMED TO HAVE READ, UNDERSTOOD AND AGREED WITH ALL OF THE INFORMATION AND MATERIALS CONTAINED IN THE BID DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE CONTRACT, THE GENERAL CONDITIONS, THE SPECIAL CONDITIONS, THE REQUIRED INDEMNIFICATION OBLIGATION, THE REQUIRED NATURE AND AMOUNT OF INSURANCE AND THE ENDORSEMENTS AND CERTIFICATES EVIDENCING SAID INSURANCE. SEE ALSO EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY THIS REFERENCE.

If a bidder has any problems in understanding or accepting any of the terms and/or conditions specified in the bid documents, said bidder must contact the person whose name appears below at the below specified number within fifteen (15) calendar days of bidder's receipt of the bid documents. Otherwise, it will be presumed that bidder agrees with, understands and has read all the bid documents above specified.

All technical and administrative questions shall be directed to the Town Engineer/Public Works Director at (415) 927-5057. All participating bidders will be informed via e-mail about all questions asked and answers given.

DATED: June 1, 2010

By Order of the Town Council
Town of Corte Madera, County of Marin, California

By: /s/ Daniel A. Ring
Town Engineer/Public Works Director