CITY OF SAN LEANDRO
STATE OF CALIFORNIA

ENGINEERING AND TRANSPORTATION DEPARTMENT

# NOTICE TO BIDDERS

FOR

**1241 MANOR DEMOLITION**
**PROJECT NO. 210-69-146**
**BID NUMBER 03-04.009**

1. BID OPENING. The bidder shall complete and **submit the blue copy** of the Proposal to the City of San Leandro form that is inserted in the Contract Book. No other copy of the Proposal Section will be acceptable. Sealed bids, containing said blue copies of the completed Proposal Section, and subject to the conditions named herein and in the specifications for **1241 MANOR DEMOLITION, Project No. 210-69-146,** addressed to the City of San Leandro will be received at the office of the **Purchasing Supervisor located in the Finance Department, City Hall, 835 East 14th Street, 2nd Floor, up to 3:00 p.m. on Tuesday, September 2, 2003,** at which time they will be publicly opened and read.

2. WORK DESCRIPTION. The work to be done consists of **building abatement and demolition, and fence erection** and doing all appurtenant work in place and ready for use, all as shown on the plans and described in the specifications with the title indicated in paragraph 1 above, and on file in the office of the **Purchasing Supervisor.** Reference to said plans and specifications is hereby made for further particulars.

3. CONTRACTOR'S LICENSE. A **Class "B"** or a combination of **Class "C21" and "C13"** Contractor's License is required for this work. ASB and HAZ certifications are required. No bid will be accepted from a contractor who has not been licensed in accordance with Chapter 9, Division 3 of the Business and Professional Code.

4. BID DEPOSIT. A Bid Deposit equal to at least 10% of the total amount of the bid shall be placed in the sealed proposal. The Bid Deposit shall be in one of the following forms: cash, cashier's check or certified check payable to the City, or bidder's bond in favor of the City executed by an authorized surety company.

5. PERFORMANCE BONDS. Performance guaranty bonds as set forth in Section 2-4 of the Special Provisions will be required from the successful bidder.

6. CITY'S RIGHT TO REJECT BIDS. The right is reserved, as the interest of the City may require, to reject any or all bids, or to waive any informality or minor irregularity in the bids.

7. GENERAL PREVAILING WAGE RATES. The Council has ascertained the general prevailing rate of wages applicable to the work to be done. A tabulation of the various classifications of workpersons to be employed and the prevailing rate of wages applicable thereto is on file in the City Clerk's office. Bidder's attention is directed to Section 7-2.2.2 of the Special Provisions.

8. OBTAINING THE PROJECT PLANS AND CONTRACT BOOK. The Project Plans and Contract Book may be purchased at the Kiosk Counter of the Building Division of the Development Services Department, 1st floor, City Hall, (510) 577-3423 upon payment of a **non-refundable fee of $25.00** for each set. Project Plans and the Contract Book will be mailed to prospective bidders upon payment of a **non-refundable fee of $30.00,** which includes postage and handling.

9. OBTAINING THE APWA STANDARD SPECIFICATIONS (GREENBOOK). The APWA Standard Specifications (Greenbook) may be purchased by contacting BNI Building News, 1612 South Clementine Street, Anaheim, CA 92802, (714) 517-0970 or 1-888-264-2665.

10. WITHDRAWAL OF PROPOSALS. Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids only by written request for the withdrawal of the bid filed with the **Purchasing Supervisor.** The request shall be executed by the bidder or his duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time nor may any bid be withdrawn after the time fixed in the public notice for opening of bids.

11. RELIEF OF BIDDERS. As stated in Public Contract Code Sections 5100 to 5108, inclusive (State Contract Act) concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in his bid, the bidder shall give the **Purchasing Supervisor,** written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

12. DISQUALIFICATIONS OF BIDDERS. More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which such individual, firm, partnership, corporation or combination thereof is interested. If there is reason for believing that collusion exists among the bidders, any or all proposals may be rejected. Proposals in which the prices obviously are unbalanced may be rejected.

13. PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING. A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

14. RESPONSIBILITY FOR VERIFYING CONTRACT ADDENDA. All bidders shall verify if any addenda for this project have been issued by the City of San Leandro. It is the bidders' responsibility to ensure that all requirements of contract addenda are included in the bidder's proposal. All bidders shall include a signed copy of all contract addenda with the proposal. Failure to comply with this requirement shall cause the proposal to be considered as non-responsive and shall be grounds for rejection of the bid.

15. SITE INVESTIGATION. The bidder shall examine carefully the site of the work, to verify all existing conditions. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the proposal, plans, specifications and the contract. The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In event the Contractor discovers any apparent error, discrepancy or omission as a result of its site investigation, he shall immediately notify the City.

16. PRE-BID CONFERENCE. **A mandatory pre-bid conference will be held at 9:30 am on Thursday, August 28, 2003, at 1241 Manor Boulevard, San Leandro**. Bids will not be accepted from firms that did not attend the pre-bid conference. Questions regarding the plans and specifications may be submitted in writing to the project engineer, until 5 p.m., five (5) calendar days before bids are due. The City will not respond to verbal questions. Response, if any, will be by written addendum, verbal responses will not be given and if given are to be ignored.

17. ESTIMATED CONSTRUCTION COST. The estimated construction cost of this project is:

**Less than $100,000**

18. PUBLIC CONTRACT CODE SECTION 22300. Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the City to ensure the performance of the Contract, the Contractor, may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300.

19. CALIFORNIA LABOR CODE SECTION 6707. Pursuant to the provisions of California Labor Code Section 6707, each bid submitted in response to this Notice to Bidders shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its action does not convey tort liability to the City, Engineer, and their employees, agents and subconsultants.

Dated: 8/11/03

**Purchasing Supervisor**