

TOWN OF ATHERTON



Request for Bids

for

DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT

LOCATED AT

**2 Dinkelspiel Station Lane
Atherton CA 94027**

Project Number: 56087

**City Clerk
91 Ashfield Road
Atherton, CA 94027**

Bids are due by 2:00 pm on Wednesday October 3rd, 2018

ADVERTISEMENT FOR BIDS

TOWN OF ATHERTON
STATE OF CALIFORNIA

Notice: The Town of Atherton (Town) hereby gives notice that it will accept bids for construction of the following public work:

DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT

Project No: **56087**

1. **Scope of Work:** The Demolition and Abatement of Library Building located at 2 Dinkelspiel Station Lane Atherton, CA 94027. Contractor will furnish all labor, equipment and materials and perform all work necessary and incidental to demolish Library building at 2 Dinkelspiel Station Lane, mobilize equipment and personnel, clear and grub all rubbish and debris in the work area, remove and dispose of any lead and asbestos containing material from the existing structure, transport and legally dispose of all rubbish and debris to an appropriate dump site, demolish and haul away of existing structure and foundations, excavate and remove of abandoned utility lines, protect all nearby trees, protect Historic Town Hall building, protect nearby residential homes, coordinate with all affected utility companies to cap abandoned utility lines, filling all ground surface voids and grade site to produce smooth and uniform surface, provide positive drainage.
2. **Plans & Specifications:** Plans & Specifications may be obtained at the Town of Atherton's website at: <http://www.ci.atherton.ca.us/bids.aspx> at no cost. Additional information is contained in Town of Atherton Standard Specifications, which are available at: <http://www.ci.atherton.ca.us/DocumentCenter/View/285>. Contractor shall be responsible for any addendums that may be posted on the Town's website. No Plan holders list will be made available.
3. **Project Schedule:** The work shall be completed within Thirty (30) working days from the First Day of Construction as defined in the Notice to Proceed.
4. A **non-mandatory pre-bid site conference** will be held for the project scheduled for **Wednesday, September 19, 2018, at 10:00 A.M.** at the Historic Town Hall Council Chambers at 94 Ashfield Rd, Atherton, CA.
5. **Bid Submission:** SEALED BIDS will be received at the office of the City Clerk, 91 Ashfield Road, Atherton, California 94027, **until 2:00 p.m. Pacific Standard Time on Wednesday October 3rd, 2018**, at which time bids will be publicly opened and read aloud.
6. **Engineer's Estimate** for the project is: **\$440,000**.
7. **Bid Requirements:** Bids must be for the entire work, and shall be submitted in sealed envelopes clearly marked: "Bid of (Contractor) for **DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT, Project No: 56087**", along with date and time of bid opening.

Bidders shall refer to the **Bid Requirements** section of the project Plans and Specifications for additional information and requirements.

- 8. **Required Contractor's License:** A California license classification required for this project is 1). "A" or "C-21" with HAZ and ASB certification; or 2.) "A" with subcontractor with HAZ and ASB certification.
- 9. **Department of Industrial Relations Registration:** A Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code 4104, or engage in the performance of any contract for public work, as that term is defined in Division 2, Part 7, Chapter 1 of the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. (<http://www.dir.ca.gov/Public-Works/PublicWorks.html>)
- 10. **Reservation of Rights:** The Town reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of the Town, and waive any informalities or irregularities in the bids.
- 11. **Substitution of Securities:** The successful bidder may substitute securities for retention monies withheld to ensure performance of the contract, in accordance with California Public Contract Code, Section 22300.
- 12. **Prevailing Wage Rates:** Bidders are hereby notified that provisions of California Labor Code regarding prevailing wages and apprentices are applicable to the work to be performed under this contract. Pursuant to Section 1773 et seq. 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 are on file at the office of the Project Manager and are available to interested parties upon request. The successful bidder shall post a copy of the wage rates at the job site
- 13. **Bid Preparation Cost:** Bidders are solely responsible for the cost of plan and specification printing and preparing their Bids.
- 14. **Town Contact:** Questions regarding the project should be directed to Marty Hanneman, Project Manager, by written Requests for Information (RFI) to: Public Works Department, 91 Ashfield Road, Atherton, CA 94027, no later than ten (10) business days before bid opening. RFIs may be emailed to mhanneman@ci.atherton.ca.us.
- 15. **Understanding:** By submitting a bid in response to this advertisement for 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 standard specifications, the special provisions, the required nature and amount of insurance and the documentation evidencing said insurance.

By: _____
Marty Hanneman, P.E., Project Manager

Date: _____

BID REQUIREMENTS

1. Examination of Plans, Specifications, Special Provisions and Site of Work: The bidder is required to examine carefully the site of work contemplated and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished and as to the requirements of the specifications, special provisions and the contract. It is mutually agreed that submission of a bid shall be considered prima facie evidence that the bidder has made such examination.
2. Bid Form: All bids must be made on the official bid forms included with the project plans and specifications as obtained from the Town or bid exchange plan-rooms. All bids must be signed by the bidder with bidders' business address.

If the bid is made by an individual, the individual's name and post office address must be shown. If made by a firm or partnership, then the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, then the bid must show the name of the State under the laws of which the corporation is chartered and the name, titles and business addresses of the President, Secretary and Treasurer. A certification by the legal representative of the firm must be included in the bid.

3. Rejection of Bid Containing Alterations, Erasures or Irregularities: Bids may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind.
4. The Bid may be withdrawn upon request by the bidder without prejudice prior to, but not after the time fixed for opening of bids provided that the request is in writing, has been executed by the bidder or the bidders duly authorized representative and is filed with the City Clerk.
5. Omissions and Discrepancies: If the bidder finds discrepancies in, or omissions on, the drawings, or other contract documents, or if bidder is in doubt as to their meaning, the bidder should notify the Town contact listed in the Notice Inviting Bids in writing, who may send a written instruction to all bidders.
6. Interpretations and Addenda: No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and forwarded to the Town contact listed in the Notice Inviting Bids.
7. Bidder's Guaranty: All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bid bond made payable to the Town of Atherton for an amount equal to at least ten percent (10%) of the amount of said bid, and no bid shall be considered unless such cash, cashier's check, certified check or bid bond is enclosed therewith. If a bidder uses a different bid bond form than that provided in this package, it must be the exact equivalent. If it is not, the bid shall be deemed non-responsive.

8. Return of Bid Guaranty: Within ten (10) days after the award of the contract, the Town will return the bid guaranties accompanying the bids, which are not to be considered in making the award. All other bid guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose bids they accompany.
9. Award of Contract: The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose bid complies with all the requirements prescribed. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that are specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price. The award, if made, will be made within sixty (60) calendar days after the opening of the bids. All bids will be compared on the basis of the estimated quantities of work to be done.
10. Execution of Contract: The contract and contract documents shall be signed by the successful bidder and returned together with the contract bonds, within ten (10) days, not including Sundays, after the bidder has received notice the contract has been awarded. No bid shall be considered binding upon the City until the execution of the contract. Failure to execute the contract and file acceptable bonds as provided herein within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.
11. Sureties: The successful bidder shall also promptly secure with a responsible corporate surety or corporate sureties satisfactory bonds conditioned upon faithful performance by the said bidder of all the requirements under the contract and upon the payment of claims of any material workers and laborers thereunder.
12. Removal of Defective and Unauthorized Work: All work which is defective in its construction or deficient in any of the requirements of these specifications, special provisions or plans shall be remedied or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such correction. Any work done beyond the lines and grades shown on the plans or established by the Director of Public Works, or his designee, or any extra work done without written authority will be considered as unauthorized and will not be paid for.
13. Upon failure on the part of the Contractor to comply with any order of the Director of Public Works, or his designee, made under these provisions, the Director of Public Works shall be the authority to cause defective work to be removed and to deduct the costs thereof from any monies due or to become due to the Contractor.
14. Final Inspection: Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final clean up performed, the Director of Public Works, or his designee, will make the final inspection at the site.
15. Amount of Bonds: The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the contract price.

The bond for material workers and laborers shall be in an amount equal to not less than one hundred percent (100%) of the contract price. Form of bond required maybe examined at the

office of the Director of Public Works; copies will be furnished, if desired, to prospective bidders.

Payment and Performance Bonds shall be executed by a California Admitted Surety insurer with a minimum Best's Insurance Guide rating of A+, Class VII.

Whenever any surety or sureties on any such bond, or on any bonds required by law for the protection of the claims of laborers and material workers, become insufficient or the City Council has cause to believe such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon the contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

16. Compliance with Laws and Regulations: No bid for work will be accepted from a Contractor who is not licensed in accordance with the law under the provisions of Chapter 9 of Division III, of the Business and Professions Code of the State of California, as amended. All bids submitted and all contracts awarded hereunder must be submitted, filed, made and executed in accordance with all applicable laws of the State of California and of the United States of America which relate to bids and contracts of the nature referred to herein, whether such laws are expressly referred to herein or not.
17. Each bidder shall submit with this bid a statement setting forth his/her/its experience and qualifications. The statement shall be made on the forms provided by the Town and must accompany each bid. The three lowest bidders will be required to submit Subcontractor's experience and qualifications statements within 48 hours of the bid opening, on forms provided by the Town.

END OF BID REQUIREMENTS

PROPOSAL TO THE TOWN OF ATHERTON

DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT PROJECT NO: 56087

Bid of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as * _____ to the Town of Atherton.

*(Insert "a corporation, a partnership or an individual.)

In compliance with your Advertisement for Bids, the undersigned as BIDDER hereby proposes to perform all WORK for the construction of **DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT** in strict accordance with the Contract Documents therefore. BIDDER, declares and certifies that he has carefully examined the location of the proposed work, the proposed form of the Construction Contract, and the Plans, Specifications and Special Provisions and other Contract Documents referred to therein; that he proposes, and agrees if this Proposal is accepted, that he will contract with the Town of Atherton, in the form of the Construction Contract annexed hereto, to provide all necessary labor, machinery, tools, apparatus and other means of construction and to do all the work and furnish all the materials specified in the Construction Contract, in the manner and time therein prescribed and according to the requirements of the Project Manager as therein set forth, and that he will accept in full payment therefore for the Lump Sum prices set forth in the annexed BID SCHEDULE.

BIDDER certifies to comply with the California Labor Code requirements and General Prevailing Wage Determinations made by the Director of Industrial Relations.

Accompanying this Bid is * _____

*(Insert "Cash," "Cashier's Check," "Certified Check" or Bidder's Bond" as the case may be)

made out to the Town of Atherton, in an amount equal to at least ten percent (10%) of the total bid. If this proposal is accepted and the undersigned should fail to sign and return the Construction Contract, together with all bonds and insurance within fifteen (15) working days of receipt of the Construction Contract, the Town may, at its option, determine that the BIDDER has abandoned the Contract. Thereupon this Proposal and the acceptance thereof shall be null and void, and the

forfeiture of such bid security accompanying this Proposal shall operate and the same shall become the property of the Town of Atherton.

BIDDER hereby agrees to commence WORK under this contract within ten (10) working days of the date shown at the top of the NOTICE TO PROCEED and to fully complete the WORK within **thirty (30) working days** from the FIRST DAY OF CONSTRUCTION as defined in the NOTICE TO PROCEED. BIDDER further agrees to pay as liquidated damages, the sum of **\$500.00** for each working day beyond the completion date deadline that the WORK has not been substantially completed, as provided in Section 6.06 of the Standard Specifications.

BIDDER acknowledges receipt of the following ADDENDUM:

BID SCHEDULE

DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT PROJECT NO: 56087

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

| ITEM NO. | DESCRIPTION | UNIT | EST. QTY | UNIT COST | SUBTOTAL |
|---|--|------|----------|-----------|----------|
| DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT | | | | | |
| 1 | Furnish all labor, equipment and materials and perform all work necessary and incidental to demolish Library building at 2 Dinkelspiel Station Lane Atherton CA 94027, mobilize equipment and personnel, clear and grub all rubbish and debris in the work area, remove and dispose of any lead and asbestos containing material from the existing structure, transport and legally dispose of all rubbish and debris to an appropriate dump site, demolish of existing structure and foundations, excavate and remove of abandoned utility lines, protect all nearby trees, protect Historic Town Hall, protect nearby residential homes, coordinate with all affected utility companies to cap abandoned utility lines, filling all ground surface voids and grade site to produce smooth and uniform surface, provide positive drainage | LS | 1 | | |
| Total= | | | | | |

Business name of BIDDER (print)

Date

Authorized signature of BIDDER

Business address (print)

Name of signer (print)

Telephone number

Title of signer (print)

Fax number

Contractor's License Number

License Classification(s)

Contractor's License expiration date

Note: Corporations must, upon request, furnish certification attesting to corporate existence and authority of officers to sign contracts and other documents

BID BOND
TOWN OF ATHERTON

DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT
PROJECT NO: 56087

KNOW ALL PERSONS BY THESE PRESENTS, that we,

_____ ,
as Bidder, and _____ , as Surety, are held and firmly bound unto the Town of Atherton, in the penal sum of _____ dollars (\$_____), lawful money of the United States, which sum is at least ten percent (10%) of the total amount bid by Bidder to the TOWN for the above stated project, for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrations, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Bidder submits a bid to the TOWN for the above referenced project (the terms and conditions of the bid are incorporated by reference); and if said bid is rejected by the TOWN, or if said bid is accepted by the TOWN and the Bidder executes all Contract Documents and provides all required bonds, insurance and schedule, in the time and manner specified in the Town of Atherton Standard Specifications, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect in favor of the TOWN.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the TOWN may accept such Proposal; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the TOWN and judgment is recovered, the surety shall pay all reasonable costs incurred by the TOWN, including reasonable attorney's fees to be fixed by the court.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounded Bidder and Surety, and have set their names, titles and signatures hereon this _____ day of _____, 201__.

BIDDER

SURETY

By _____

By _____

Address _____

Address _____

Notary acknowledgments of Bidder and Surety must be attached, and Power of Attorney for Surety attached.

CONTRACTOR'S EXPERIENCE AND QUALIFICATION

To be submitted with bid

DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT PROJECT NO: 56087

The following statement as to experience and qualifications of the Bidder is submitted in conjunction with the proposal, 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. The experience of Bidder's Responsible Managing Officer or Responsible Managing Employee in work of a nature similar to that covered in the proposal 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 California Business and Professions Code.

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 therefore).

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

| <u>Quantity</u> | <u>Name, Type & Capacity</u> | <u>Condition</u> | <u>Location</u> |
|-----------------|----------------------------------|------------------|-----------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

The following are the most recent projects on which the Bidder has performed work of similar nature, size and complexity, and the names, addresses and phone numbers of the contracting agencies. (Name at least four.)

PROJECT 1

Project name: _____
Location: _____, Owner's name: _____
Nature of project: _____
Completion date: _____, Contract time allotted: _____
Total project cost: \$ _____, Completed on time? _____
Nature of Bidder's participation: _____

Value of work performed by bidder's employees: \$ _____
Name of Owner's representative: _____
Representative's address: _____
_____, Telephone number: _____

PROJECT 2

Project name: _____
Location: _____, Owner's name: _____
Nature of project: _____
Completion date: _____, Contract time allotted: _____
Total project cost: \$ _____, Completed on time? _____
Nature of Bidder's participation: _____

Value of work performed by bidder's employees: \$ _____
Name of Owner's representative: _____
Representative's address: _____
_____, Telephone number: _____

CONTRACTOR'S EXPERIENCE AND QUALIFICATIONS (page 2 of 3)

PROJECT 3

Project name: _____

Location: _____, Owner's name: _____

Nature of project: _____

Completion date: _____, Contract time allotted: _____

Total project cost: \$ _____, Completed on time? _____

Nature of Bidder's participation: _____

Value of work performed by bidder's employees: \$ _____

Name of Owner's representative: _____

Representative's address: _____

_____, Telephone number: _____

Signed by Bidder _____

CONTRACTOR'S EXPERIENCE AND QUALIFICATIONS (page 3 of 3)

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, 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.. 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 checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal 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.

SUBCONTRACTORS' EXPERIENCE AND QUALIFICATIONS

To be submitted within 48 hours of bid opening by the three apparent lowest bidders.

DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT PROJECT NO: 56087

The following statement as to experience of the Bidder's Subcontractors is submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

Subcontractor's name: _____ Years in Business: _____, Licenses held: _____, \$ value of largest subcontract _____
Name, address and telephone number of owner's representatives on two recently completed comparable jobs: (1)

(2) _____

Safety record: (Indicate EMR, RIR, & LTIR) _____

Subcontractor's name: _____ Years in Business: _____, Licenses held: _____, \$ value of largest subcontract _____
Name, address and telephone number of owner's representatives on two recently completed comparable jobs: (1)

(2) _____

Safety record: (Indicate EMR, RIR, & LTIR) _____

Subcontractor's name: _____ Years in Business: _____, Licenses held: _____, \$ value of largest subcontract _____
Name, address and telephone number of owner's representatives on two recently completed comparable jobs: (1)

(2) _____

Safety record: (Indicate EMR, RIR, & LTIR) _____

ADDENDA

This Proposal 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 Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal 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 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____

Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

SAMPLE

[Contractor's Name]
[and Address]
[]

RE: NOTICE OF AWARD OF CONSTRUCTION CONTRACT

DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT
PROJECT NO: 56087

Dear [Contractor's Name]:

The Atherton City Council awarded the contract for project number 56087 to [Contractor's Name] on [Date].

In accordance with the Bid Documents, the Contractor shall properly execute and deliver to the Project Manager/Public Works all of the Award Documents 1 through 8 listed. Unless documents 1 through 6 are delivered within fifteen (15) working days of this Notice of Award, the award of contract may be voided by the Town, in which case the Bid Bond submitted by the Contractor will be forfeited to the Town.

1. Construction Contract (signed and notarized)
2. Faithful Performance Bond and Payment Bond
3. Workers' Compensation Insurance Certification
4. Certificate of Liability Insurance and Owner's Endorsement
5. Town Business License
6. W-9 Request for Federal Tax Identification

Please return the two signed copies of the Construction Contract, with the date on page 1 left blank. It will be filled in by the City Manager on the date that the Town executes the Agreement. The contract for this project will not be binding upon the Town until the Construction Contract has been properly executed by both the Contractor and the Town.

When surety bonds are used as security, the surety's Attorney in Fact must attach a current Power of Attorney to the bonds. The signature of the Attorney in Fact shall be notarized. Surety bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California. The faithful performance and payment bonds shall be in a sum not less than required by Section 3.02 of the Standard Specifications, in the forms that are attached. Bonds must be issued by a bond company admitted by the California Department of Insurance to transact business in the State and having a Best's Credit rating of at least A+. The performance bond will be maintained throughout the one-year guarantee period that follows acceptance, during which time the bond amount will be reduced to ten percent of the final contract price.

Your attention is directed to Section 3.03 of the Standard Specifications regarding insurance form and content. **Certificates of Insurance are not acceptable** in lieu of originals or certified copies of insurance policies or endorsements bearing original signatures of authorized individuals. Please make your insurance representative aware of the specific language required by the specifications.

Should any bond, security, or insurance policy be canceled or become unsatisfactory to the Town, notice will be given to the Contractor to that effect, and the Project Manager may issue a Stop Work Notice to suspend the Contractor's performance until a satisfactory substitute is posted by the Contractor. No further payments will be deemed due or will be made under the Contract until a satisfactory substitute is posted by the Contractor.

In addition to award documents, before starting work, the Contractor shall submit the following to the Project Manager/Public Works:

- A. Designation in writing of an authorized representative who shall have complete authority to act on behalf of the Contractor for this project, including the authority to execute contract change orders, and designation in writing of a person or persons who shall be at the project site and be in control of all work at any time that work is being performed, and who shall receive any communications and correspondence from the Town, on behalf of the Contractor.

Within ten (10) working days after the Contractor has properly executed and delivered all Award Documents and prior to issuing the Notice to Proceed, the Project Manager will schedule a pre-construction meeting with the Contractor to arrange utility coordination, discuss construction methods, and clarify procedures for inspection of work and transmittal of documents. Please contact the Project Manager in order to set the date for the pre-construction meeting, coordinate the proposed construction schedule, and facilitate delivery of executed Award Documents.

Sincerely,

Marty Hanneman, P.E.
Project Manager

TOWN OF ATHERTON

DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT
PROJECT NO: 56087

Faithful Performance Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the Town of Atherton has, on the _____ day of _____, 201__, awarded to _____

_____ hereinafter designated as the "Contractor", a contract for the construction of DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT; and

WHEREAS, said Contractor is required under the terms of said construction contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, we, the Contractor, and

_____ as Surety, are held and firmly bound unto the TOWN the penal sum of _____ dollars (\$_____) lawful money of the United States, 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 presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Contractor, his or her heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and agreements in the said contract and any alterations made as therein provided, on his, her or their part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the TOWN, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

It is acknowledged that the construction contract provides for one-year guarantee period, during which time this bond remains in full force and effect.

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 way, affect its obligations on this Bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to

the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this __ day of _____, 201__, 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.

DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT
PROJECT NO: 56087

CONTRACTOR

SURETY

By _____

Address:

Address:

Telephone

Telephone

Notary Acknowledgments of Contractor and Surety must be attached.

TOWN OF ATHERTON

DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT
PROJECT NO: 56087

Labor and Materials Payment Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the Town of Atherton has, on the _____ day of _____, 201__, awarded to _____, hereinafter designated as the "Contractor", a construction contract for the construction of DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT ; and

WHEREAS, said Contractor is required to furnish a bond in connection with said contract providing that if said Contractor, or any of his, her or its subcontractors, shall fail to pay for any material, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, we, the Contractor, and

_____, as Surety, are held and firmly bound unto the TOWN the penal sum of _____ dollars (\$_____) lawful money of the United States, 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 presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her/its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay (1) any of the persons named in Section 3181 of the Civil Code, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, that the surety will pay for same 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.

This bond and all its provisions shall inure to the benefit of and all persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

This bond is given to comply with the provisions of Chapter 7, Part 4, Division 3, of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Chapter, all acts amendatory thereof, and all other statutes referred to therein.

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 way, affect its obligations on this Bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this ___ day of _____, 201___, 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.

DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT
PROJECT NO: 56087

CONTRACTOR

SURETY

By _____

Address: _____

Address: _____

Telephone

Telephone

Notary Acknowledgments of Contractor and Surety must be attached.

SAMPLE

CERTIFIED MAIL

[Dated]

[Contractor's]
[Name and]
[Address]

RE: NOTICE TO PROCEED
DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT
PROJECT NO: 56087

Dear [Contractor's Name]:

You are hereby notified to start work on the above referenced project in accordance with the Construction Contract dated the **[date on the face of the Agreement]** within ten (10) working days from the date at the top of this letter. [Contractor may not begin work until TOWN has received and approved all bonds and evidence of insurance.](#) The first day of the contract time will be the first day on which work is actually performed or ten (10) working days from the date at the top of this letter, whichever is first.

Time is of the essence in the performance of work under these Contract Documents and all timing requirements shall be strictly adhered to unless otherwise modified by the TOWN, in accordance with the Contract Documents.

You are required by the terms of the Contract Documents to perform diligently and continuously in order to complete all work in every detail to the satisfaction of the TOWN within 20 working days after the first day of construction.

Sincerely,

Marty Hanneman, P.E.
Project Manager

GUARANTEE

**DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT
PROJECT NO: 56087**

Project Description:

Furnish all labor, equipment and materials and perform all work necessary and incidental to demolish Library building at 2 Dinkelspiel Station Lane, Atherton, CA 94027, mobilize equipment and personnel, clear and grub all rubbish and debris in the work area, remove and dispose of any lead and asbestos containing material from the existing structure, transport and legally dispose of all rubbish and debris to an appropriate dump site, demolish of existing structure and foundations, excavate and remove of abandoned utility lines, protect all nearby trees, protect Historic Town Hall, coordinate with all affected utility companies to cap abandoned utility lines, filling all ground surface voids and grade site to produce smooth and uniform surface, provide positive drainage.

Date of Acceptance:

We hereby guarantee that the work we have installed for the Town has been done in accordance with the approved Contract Documents and that the work as installed will fulfill the requirements of the guarantee. We agree to repair or replace any or all of the work, together with any other adjacent damages resulting from our work, that may prove to be defective in its workmanship or material within a period of ONE YEAR from the date of acceptance of the above-named work by Town without any expense whatsoever to the Town, ordinary wear and tear and unusual abuse or neglect excepted.

Within fifteen (15) days after being notified in writing by Town of any defects in the work, we agree to commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time (not to exceed twenty (20) days after commencement of the repair work); and in the event of our failure to so comply, we collectively and separately, do hereby authorize said Town to proceed to have such work done at our expense and we will honor and pay the cost and charges therefore upon demand.

DATED: _____

Contractor

BY: _____

Title: _____

(To be signed and notarized before acceptance of project).

SPECIAL PROVISIONS

TOWN OF ATHERTON

DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT PROJECT NO: 56087

100 - CONTRACT DOCUMENTS

All work shall be governed by and done in accordance with the following contract documents:

- A. Those documents, numbers 1 through 14, listed in Section 1.01 of the Standard Specifications
- B. Plans entitled Atherton Civic Center DEMOLITION OF LIBRARY BUILDING, consisting of 5 sheets: G-001 Project Information, Directory, Maps and Drawing Index, C-021 Library Utility Demolition Plan, AD-101 Library Demolition Plan, Notes and Detail, Reference Drawings L1.00 Tree Inventory and AS-100 Site Plan - Base Bid, dated September 7, 2018.
- C. RGA Environmental, Inc., Limited Pre-Demolition Hazardous Materials Survey Report dated April 25, 2017
- D. Storm Water Pollution Prevention Plan for Atherton Civic Center, Report dated January 16, 2018.

Any and all work and requirements called for in any one or more of the above listed or referenced documents shall be deemed to be called for in all.

These Special Provisions shall govern over conflicting provisions and requirements of the Standard Specifications and Drawings.

In the event of any conflict, doubt, or questions arising with respect to the true meaning of the above listed documents, reference shall be made to the Project Manager and his decision shall be final.

101 - GENERAL DESCRIPTION OF WORK

The work shall consist of: Furnish all labor, equipment and materials and perform all work necessary and incidental to demolish Library building at 2 Dinkelspiel Station Lane Atherton CA 94027, mobilize equipment and personnel, clear and grub all rubbish and debris in the work area, remove and dispose of any lead and

asbestos containing material from the existing structure, transport and legally dispose of all rubbish and debris to an appropriate dump site, demolish of existing structure and foundations, excavate and remove of abandoned utility lines, protect all nearby trees, protect Historic Town Hall, protect nearby residential homes, coordinate with all affected utility companies to cap abandoned utility lines, filling all ground surface voids and grade site to produce smooth and uniform surface, provide positive drainage.

102 - BEGINNING OF WORK

The Contractor shall commence work within ten (10) working days following the date of the Project Manager's Notice to Proceed. The first day on which on-site labor is performed or ten (10) working days after the date of the Notice to Proceed, whichever is sooner, shall be considered the first day of construction for the purpose of counting working days. [Contractor shall not perform any on-site labor until Owner has received and approved Contractor's evidence of insurance and payment and performance bonds.](#)

103 - TIME FOR COMPLETION

The time allowed for completion of the work shall be thirty (30) working days.

104 - LIQUIDATED DAMAGES

If the work required under this contract is not completed within the time specified for completion, as adjusted in accordance with the Contract Documents, Liquidated Damages in the amount of **\$500.00 per working day** shall be assessed as set forth in Section 6.06 of the Standard Specifications.

105 - NOTIFICATION

The contractor shall refer to the Town of Atherton Plans and Specifications manual (revised February 2016) to reference all requirements for traffic control, notifications, material specifications, hours of work and any other Town of Atherton specific requirements.

106 - DEMOLITION AND ABATEMENT OF LIBRARY BUILDING PROJECT

Furnish all labor, equipment and materials and perform all work necessary and incidental to demolish Library building at 2 Dinkelspiel Station Lane Atherton CA 94027, mobilize equipment and personnel, clear and grub all rubbish and debris in the work area, remove and dispose of any lead and asbestos containing material from the existing structure, transport and legally dispose of all rubbish and debris to an appropriate dump site, demolish of existing structure and

foundations, excavate and remove of abandoned utility lines, protect all nearby trees, protect Historic Town Hall, protect nearby residential homes, coordinate with all affected utility companies to cap abandoned utility lines, filling all ground surface voids and grade site to produce smooth and uniform surface, provide positive drainage.

Any damage to existing improvements outside the limits of work shown on the drawings shall be repaired by the Contractor at no additional cost to the Town.

Full compensation for site improvements for the Demolition and Abatement of the Library Building Project shall be considered as included in the contract lump sum price paid for Demolition and Abatement of Library Building Project and no separate payment will be made therefore.

END OF SPECIAL PROVISIONS