



CITY OF REDONDO BEACH
DEPARTMENT OF ENGINEERING AND BUILDING SERVICES

ADDENDUM

Date: April 9, 2013

To: All Bidders

From: Acting City Engineer

**Subject: Addendum No. 2 – PIER PARKING STRUCTURE REPAIRS PROJECT-
DECK REPAIR PHASE 2013A, JOB NO 70370**

The following changes to the contract documents for the above subject project shall be incorporated into the plans and specifications of said project and made part thereof:

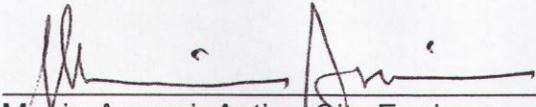
**1. REPLACE INSTRUCTIONS TO BIDDER: ITEM 7
BIDDER BOND:**

Each bidder shall submit with its proposal a bidder's bond for not less than 10% of the total amount of the bid, using the form entitled "Bidder's Bond" contained in this Specification, and properly executed and acknowledged by the bidder and by a corporate surety authorized to transact such business in the State of California. Such bond shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bond is executed outside the State of California, all copies of the bond must be countersigned by a California representative of the surety. The signature of the person executing the bond shall be acknowledged by a notary public as the signature of the person designated in the power of attorney. The surety or sureties on the bond must be satisfactory to the City. The City will reject a surety bond obtained from any company not holding Certificate of Authority from the U.S. Secretary of the Treasury under the Act of Congress approved July 30, 1947, (6 U.S.C., Secs. 6-13) as acceptable sureties on federal bonds. Any alteration of said form of bidder's bond, or imperfection in the execution thereof, as herein required, will render it informal and may, at the option of the City, result in the rejection of the proposal under which the bidder's bond is submitted.

2. Replace Bid Proposal pages 18 through 29 of the plan and specifications with the attached bid proposal.

Acknowledgment of this Addendum shall be executed and attached to your Bid Proposal form. Failure to do so shall result in your bid being rejected.

CITY OF REDONDO BEACH

By:  _____
Mazin Azzawi, Acting City Engineer

ACKNOWLEDGED

Bidder's Name: _____

Authorized Representative: _____ Date: _____

Proposal

Date: _____, 20__

Pier Parking Structure Repairs Project-Deck Repair Phase 2013-A, Job No. 70370

TO THE CITY OF REDONDO BEACH, REDONDO BEACH, CALIFORNIA

Pursuant to the foregoing Notice to Contractors, the undersigned bidder herewith submits a proposal on the bidding form or forms attached hereto and made a part hereof, and binds itself on award by the City of Redondo Beach under this proposal to execute in accordance with such award a contract, of which this proposal and the said Notice to Contractors, Instructions to Bidders, Specifications, and drawings shall be a part, and to furnish the bond or bonds required by the Specifications. The attached Notice to Contractors, Instructions to Bidders, Specifications, and drawings are made a part of this proposal and all provisions thereof are hereby accepted.

The bidder acknowledges that the Instructions to Bidders provides, among other things, that the Contract shall be terminated and the bid bond forfeited if the bidder fails to provide the applicable insurance certificates and bonds within the time set forth in Section 21 of the Instructions to Bidders.

The bidder further agrees that, in case of its default in executing the required contract and the required bond or bonds, or furnishing the required insurance, the money payable under the bid bond accompanying its proposal shall be applied by the City towards payment of the damage to the City on account of such default, as provided in the specifications.



Firm _____

By _____

(Signature)

Address _____

Zip _____

Phone _____

FAX _____

(CORPORATE SEAL OR
NOTARIAL ACKNOWLEDGEMENTS
OF SIGNATURE IF PARTNERSHIP
OR PROPRIETORSHIP)

Nature of firm (corporation, partnership, etc.)
and names of individual members of the firm,
or names and titles of officers of the
corporation.

Corporation organized under the laws of the

State of: _____



Bidder's Proposal

Name of Bidder: _____

The undersigned, having examined the proposed Contract Documents titled:

**Pier Parking Structure Repairs Project – Deck Repair Phase 2013-A,
Job No. 70370**

and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents as itemized below:

_____ (\$ _____)
Base Bid Lump Sum in Words Base Bid Lump Sum in Figures

_____ (\$ _____)
Additive Alternate No1. Lump Sum in Words Additive Alternate No1. Lump Sum in Figures

_____ (\$ _____)
Additive Alternate No2. Lump Sum in Words Additive Alternate No2. Lump Sum in Figures

_____ (\$ _____)
Additive Alternate No3. Lump Sum in Words Additive Alternate No3. Lump Sum in Figures

The City reserves the right to request the unit price of some or all contract items.

Name of Bidder

Address

The price shall include all State, Federal, and other taxes applicable to the project, and shall be a firm offer for a period of 90 calendar days after the date of bid opening.



Bidder's Qualifications and References

Name of Bidder _____

THE BIDDER SHALL COMPLETE THE FOLLOWING STATEMENTS:

1. The bidder has been engaged in the contracting business, under the present business name, for _____ years.

2. Experience in work of a nature similar to that covered in the Proposal extends over a period of _____ years.

3. The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows (Name any and all exceptions and reasons therefore):

4. Contractor's License Number, State of California _____ Class _____

5. Contractor's License Expiration Date _____

6. The following contracts have been satisfactorily completed in the last 3 years for the persons, firm, or authority indicated; and to whom reference is made. (Name 5 contracts and include the total contract amount as well as the original bid amount for each contract.)



	YEAR	TYPE OF WORK	FINAL CONTRACT AMOUNT	ORIGINAL BID AMOUNT	LOCATION AND FOR WHOM PERFORMED
A					
B					
C					
D					
E					

7. The following persons may be contacted for information concerning the contract work listed above (list a reference for each contract named).

	NAME	TITLE	ADDRESS	TELEPHONE
A				
B				
C				
D				
E				

8. Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

Bank _____ Branch _____

Bank _____ Branch _____

Bank _____ Branch _____



9. Reference is hereby made to the following surety company or companies as to the financial responsibility and general reliability of the bidder:

Surety Company _____ Phone _____

Surety Company _____ Phone _____

10. Following is a list of plant and equipment that is owned by the bidder and is definitely available for use on the proposed project:

QUANTITY	NAME, TYPE AND CAPACITY	CONDITION	LOCATION

(Attach additional sheets as necessary)

11. All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

Signature of Bidder _____



Designation of Subcontractors

NAME OF BIDDER _____

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Division 2, Part 1), Chapter 4 of the Public Contract Code of the State of California, and any amendments thereof, each bidder shall set forth below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.

2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor in its bid.

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	City	Portion	Estimated \$ Amount



Circumvention by the Contractor of the requirement under Section 4104 of the Public Contract Code to list its subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by this contract, shall be considered a violation of Division 2, Part 1, Chapter 4 of the Public Contract Code and shall subject the Contractor to the penalties set forth in Sections 4110 and 4111 of the Public Contract Code.

If the Contractor fails to specify a subcontractor or if the Contractor specifies more than one subcontractor for the same portion for work to be performed under the contract in excess of one-half of one percent of the Contractor's total bid, the Contractor agrees that it is fully qualified to perform that portion itself, and that it shall perform that portion itself. If after award of contract, the Contractor subcontracts, except as provided for in Sections 4107 or 4109 of the Public Contract Code, any such portion of the work, the Contractor shall be subject to the penalties named in Section 4111 of the Public Contract Code.

The Contractor shall not:

A. Substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the City may, except as otherwise provided in Section 4107.5 of the Public Contract Code, consent to the substitution of another person as subcontractor:

1. When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, based upon the general terms, conditions, plans and specifications for the project involved or the terms of such contractor's written bid, is presented to the listed subcontractor by the Contractor, or

2. When the listed subcontractor becomes bankrupt or insolvent, or

3. When the listed subcontractor fails or refuses to perform its subcontract,

or

4. When the listed subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in Section 43108 of the Public Contract Code, or



5. When the Contractor demonstrates to the City, subject to the further provisions set forth in Section 4107.5 of the Public Contract Code, that the name of the subcontractor was listed as the result of an inadvertent clerical error, or

6. When the listed subcontractor is not licensed pursuant to the Contractors License Law, or

7. When the City determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the City.

C. Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid as to which its original bid did not designate a subcontractor.

Prior to approval of a Contractor's request for a subcontractor substitution, the City will give notice in writing to the listed subcontractor of the Contractor's request to substitute and of the reason for the request. The notice will be served by certified or registered mail to the last known address of the listed subcontractor. The listed subcontractor who has been so notified shall have 5 working days within which to transmit to the City written objections to the substitution. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.

If written objections are filed, the City will give notice in writing of at least 5 working days to the listed subcontractor of a hearing by the City on the Contractor's request for substitution.

The Contractor, as a condition to asserting a claim of inadvertent clerical error in the listing of a subcontractor, shall within 2 working days after the time of the bid opening by the City, give written notice to the City and copies of such notice to both the subcontractor the Contractor claims to have listed in error and the intended subcontractor who had bid to the Contractor prior to the bid opening.



Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City setting forth the facts constituting the emergency or necessity.

If the Contractor violates any of the provisions of Division 2, Part 1, Chapter 4 of the Public Contract Code or any amendments thereof, the Contractor violates its contract and the City may exercise the option, in the City's own discretion, of (1) canceling its contract, or (2) assessing the Contractor a penalty in an amount not more than 10% of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under Section 4110 of the Public Contract Code the Contractor shall be entitled to a public hearing and to 5 days prior notice of the time and place thereof.



6. That the Contractor has not accepted any bid from any subcontractor or material man through any bid depository, the bylaws, rules or regulations, of which prohibit or prevent the Contractor from considering any bid from any subcontractor or material man, which is not processed through said bid depository, or which prevent any subcontractor or material man from bidding to any contractor who does not use facilities of or accept bids from or through such bid depository;

7. That the Contractor has not been debarred from participation in any state or federal public works project; and

8. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Redondo Beach, or to any person or persons who have partnership or other financial interest with said Contractor in its business.

Dated this _____ day of _____ 20__

Contractor

Name

Title

SUBSCRIBED AND SWORN TO BEFORE ME

ON _____



Notary Public in and for the County of
Los Angeles, State of California

Place Notary Seal Above



Pre-Bid Site Inspection Certification

Pier Parking Structure Repairs Project-Deck Repair Phase 2013-A, Job No. 70370

The bidder hereby certifies that it and its Subcontractors have inspected the work site of the above project, and have fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof. The bidder also certifies it has observed the designated Contractor Work Areas and access routes.

BIDDER:

Date: _____

BIDDER'S INSPECTORS:

Name: _____

Title: _____

Date of Inspection: _____

Name: _____

Title: _____

Date of Inspection: _____





Workers' Compensation Certificate

Pier Parking Structure Repairs Project-Deck Repair Phase 2013-A, Job No. 70370

The bidder hereby certifies that it is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of any work on the above project.

BIDDER:

Date: _____



Bid Bond

Bond No. : _____

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Redondo Beach, California ("City"), has issued an invitation for bids for the work described as follows:

Pier Parking Repairs Project-Deck Repair Phase 2013-A, Job No.70370

WHEREAS _____

(Name and address of bidder)

("Principal"), desires to submit a bid to City for the work described above.

WHEREAS, bidders are required, under the terms of the Section 20170 of the California Public Contract Code, to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____), being not less than ten percent (10%) of the total bid price, including alternate, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal is awarded a contract for the work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, the Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.



IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and the Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"

"Surety"

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

