Notice is hereby given that the Port of Redwood City, California, will receive bids for furnishing all labor, materials, transportation and services for the project known as:

MARINA / BANDSTAND PUBLIC ACCESS IMPROVEMENT PROJECT

Port of Redwood City

located at Redwood City, California, each bid to be in accordance with the plans, specifications and other contract documents now on file with the Port's Executive Director's Office at 675 Seaport Boulevard, Redwood City, California, where they may be examined and copies obtained. You may contact the Port Executive Director's office by telephone at (650) 306-4150. Plans, Specifications and Contract Documents are available for a charge of $100.00.

A. General Scope of Work: The work consists of construction of hardscape, landscape and irrigation system, improvement of the existing pathways, and construction of new ADA access ramps, and site furnishing of benches, picnic tables, and seatwalls, and other related items.

B. Each bid shall be made out on a form to be obtained at the Office of the Port Executive Director, 675 Seaport Boulevard, Redwood City, California; shall be accompanied by a certified or cashier's check or bid bond for ten percent (10%) of the amount of the bid made payable to the order of the Port of Redwood City, California; shall be sealed and filed with the Port Executive Director at the Offices of the Port of Redwood City, California, on or before August 28, 2014 at 10:00 AM, and will be opened and publicly read aloud at or about 10:15 AM of that day in the Office of the Port Executive Director, at 675 Seaport Boulevard, Redwood City, California.

C. In accordance with the provisions of California Public Contract Code Section 3300, the Port has determined that the Contractor shall possess a valid Class A (General Engineering) license at the time that the contract is awarded. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award of the contract to any bidder not possessing said license at the time of award.

D. Under California Laws and Regulations the Port shall inform all prime contractors of public works, to the extent feasible of relevant public work requirements. Therefore, the Port hereby advises all bidders that the successful bidder shall:

1. Employ the appropriate number of apprentices on the job site as set forth in California Labor Code 1777.5;
2. Provide worker's compensation coverage, as set forth in California Labor Code Sections 1860 and 1861;
3. Keep and maintain the records of work performed on the public works project, as set forth in California Labor Code Section 1812; and
4. Keep and maintain the records required under California Labor Code Section 1776 which shall be subject to inspection pursuant to California Labor Code Section 1776 and California Administrative Code, Title 8, Group 3, Section 16400 (e); and
5. Be subject to other requirements imposed by law.
E. Bidders are hereby notified that, pursuant to the provisions of California Labor Code, Sections 1770 et seq., the Port has obtained from the Director of the Department of Industrial Relations, the general prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays, and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the contract. A copy of said prevailing rate of the per diem wage is on file in the Office of the Port Executive Director, Port of Redwood City, to which copy reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site.

F. The Port will not recognize any claim for additional compensation because of the payment by the contractor of any wage rate in excess of the prevailing wage rates on file as aforesaid. The possibility of a wage increase is one of the elements to be considered by the contractor in determining his/her or its bid and will not, under any circumstances, be considered as the basis of a claim against the Port on the contract.

G. Bidders are hereby notified that if the contract will be entered into or financed by or with the assistance of agencies of the United States, the Port must comply with federal prevailing wage requirements.

H. Notice is also hereby given that all bidders may be required to furnish a sworn statement of their financial responsibility, technical ability, and experience before award is made to any particular bidder.

I. The above mentioned check or bond shall be given as a guarantee that the bidder will enter into the contract if awarded to him, and will be declared forfeited if the successful bidder refuses to enter into said contract within ten (10) days, excluding Saturdays, Sundays, and legal holidays, after being requested to do so by the Port of Redwood City, California.

J. The Contractor may substitute securities for the amounts retained by the Port to ensure performance of the contract in accordance with the provisions of Section 22300 of the Public Contract Code.

K. The Port reserves the right to reject any or all bids or waive any informality in a bid.

L. No bidder may withdraw his bid for a period of thirty (30) days after the date set for the opening thereof.

M. You should be aware that all contractors performing the Marina / Bandstand Public Access Improvement Project, for Port of Redwood City are required to present evidence of Workers' Compensation and Employers' Liability Insurance coverages; a certificate of insurance and copies of the information or declaration page(s) for Broad Form Comprehensive General Liability or Commercial General Liability, and Business Automobile Liability Insurance policies as follows:
Insurance Category | Minimum Limits
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Workers' Compensation | Statutory minimum.
Employer's Liability | $2,000,000.00 per accident for bodily injury or disease;
Commercial General Liability | $2,000,000.00 per occurrence, $4,000,000.00 aggregate for bodily injury, personal injury and property damage;
Automobile Liability | $2,000,000.00 per occurrence, (coverage required to the extent applicable to Contractor's vehicle usage in performing work hereunder),
as well as copies for said General Liability and Business Auto Liability Insurance Policies of an endorsement (1) naming The City of Redwood City, the Port of Redwood City, the Council of Redwood City, the Board of Port Commissioners, and all officers, agents, and employees of each thereof are named as additional insureds; (2) providing for a standard cross-liability endorsement; (3) precluding cancellation or reduction in coverage before the expiration of thirty (30) days after Port has received written notification from the insurance carrier of such cancellation or reduction; and (4) stating that the insurance afforded thereby to the City of Redwood City, the Port of Redwood City, the Council of Redwood City, the Board of Port Commissioners, and all officers, agents, and employees of each thereof shall be primary insurance to the full limits of the policy, (5) containing a waiver of subrogation endorsement waiving all rights against Port, its officers, agents and employees and (6) stating that if Port or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only. The certificates of insurance and copies of information or declaration page(s) and of endorsements are to be reviewed and approved as to form by the Port Attorney before work commences.

If contractor fails to procure and deliver acceptable insurance policies in accordance with the terms of the Contract Documents, then Port may, at its option, obtain such insurance at the expense of Contractor with or without notice to Contractor.

N. Any question pertaining to the plans, specifications, or any of the Contract Documents shall be submitted in writing, to the attention of Donald Snaman on or before 12:00 p.m., August 19, 2014; if by mail, addressed to the Port of Redwood City, 675 Seaport Boulevard, Redwood City, California 94063; if by facsimile, at (650) 369-7636; or, if by email, addressed to dsnaman@redwoodcityport.com.

O. The successful bidder shall provide proof of a current business license issued by the City of Redwood City upon award of the Contract.

P. A mandatory pre-bid conference will be conducted by the Engineer on August 12, 2014 at 10:00 a.m., at the Port Administration Building, 675
Seaport Boulevard, Redwood City, California 94063. The purpose of the pre-bid conference is to acquaint bidders with the existing facility and site and the required work. The conditions and requirements of the plans and specifications shall govern over any information presented at the pre-bid conference, unless amended by written Addendum from the Engineer.

Q. Contractor shall complete the work within ninety (90) calendar days from date of issuance of a Notice to Proceed or one hundred twenty (120) calendar days from the date of approval of the successful bid by the Board of Port Commissioners, whichever comes first.

R. Section 7201 of the Public Contract Code provides in part that retention proceeds withheld by a public entity from the general contractor shall not exceed five percent (5%) of the contract price. Section 7201 of the Public Contract Code further provides that an awarding agency may withhold retention proceeds in excess of five percent (5%) on specific projects from any payment by the awarding entity from the original contractor, by the original contractor from any subcontractor, and by a subcontractor from any subcontractor thereunder, where the governing body of the public entity has approved a finding during a properly noticed and normally scheduled public hearing and prior to bid that the project is substantially complex and therefore requires a higher retention amount than five percent (5%) and the awarding entity includes both this finding and the actual retention amount in the bid documents. In a contract between the original contractor and a subcontractor, and in a contract between a subcontractor and any subcontractor thereunder, the percentage of the retention proceeds withheld shall not exceed the percentage specified in the contract between the public entity and the original contractor. The Board of Port Commissioners found, determined and declared at a properly noticed and normally scheduled public hearing that the Project is, based upon the very nature of the Project, substantially complex as it requires, among other things, the employment of a contractor and several subcontractors and the use of many suppliers, and the Board further finds that the Project may be difficult to manage due to its complexity and that, based upon the findings made by this Board, the Port and the public will be better served by requiring a retention higher than five percent (5%) and further finds, determines and declares that the retention proceeds should be ten percent (10%) of all progress payments to be made by the Port to the Contractor.