



**Town Of Los Gatos  
Parks and Public Works Department**

**ADDENDUM NO. 1**

**Town Project #17-813-0231 Bicycle & Pedestrian Improvements  
(Blossom Hill Road)**

**Issued January 18, 2019**

Addendum No. 1 to the project specifications for Project #17-813-0231 Bicycle & Pedestrian Improvements (Blossom Hill Road) is hereby made a part of the Contract Documents, and as indicated, the bidder shall acknowledge receipt thereof on the Bid Form.

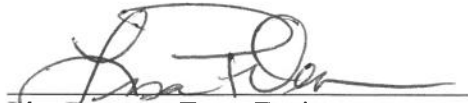
Information to Prospective Bidders:

1. The bid opening date is **Wednesday, February 6, 2019 at 2:30 pm.**
2. In the "Schedule of Quantities," bid item #7-9, concrete quantities for driveway approach shall include the roadway asphalt pavement restoration cost. Any conforms behind the driveway approach shall be included in the per square foot unit price.

Revisions are to be made to the Specifications as described below:

1. Remove the specifications cover in its entirety and replace it with the attached.
2. Remove page Part I-page 1 and 2, "Notice to Contractors," in its entirety and replace it with the attached.
3. Remove page Part I-page 4 and 5, "Schedule of Quantities," in its entirety and replace it with the attached.
4. Remove page Part I-page 11, "Bidder's Bond," in its entirety and replace with the attached.

Issued By:

  
Lisa Petersen, Town Engineer

Date:

1/18/19

This addendum consists of 7 pages

**PLANS AND SPECIFICATIONS**  
**FOR**  
**TOWN PROJECT #17-813-0231**  
**Bicycle and Pedestrian Improvements**  
**(Blossom Hill Road)**

**Bid Opening**  
**Wednesday, February 6, 2019**

Approved by Town Council for the Town of Los Gatos

Recommended by:



Lisa Petersen, P.E.  
Town Engineer

# NOTICE TO CONTRACTORS

Sealed proposals will be received at the office of the Town Clerk of the Town of Los Gatos, 110 E. Main Street, Los Gatos, CA 95030, until

**2:30 PM**

**WEDNESDAY**

**February 6, 2019**

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for the following project:

**Project #17-813-0231 Bicycle and Pedestrian Improvements (Blossom Hill Road)**

at which time they will be publicly opened and read aloud. Sealed proposals must be clearly marked on the outside with the Project name or number, date, and time of bid.

This following information is presented to indicate the size of the project and no warrant is made or intended as to final quantities:

**The project includes installation of concrete curb, gutter, and sidewalks, modification of curb ramps, placement of new pavement stripes and markings, installation of flexible posts, relocation of traffic signal poles, and associated work in the Town of Los Gatos.**

All contractors and subcontractors have been required since April 1, 2015 to be registered with the Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal or may work on a public works project unless registered with DIR.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). For additional information, visit the DIR website at: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Each bid must be accompanied by a cashier's check, certified check, or Bidder's Bond executed by a corporate surety authorized to engage in such business in the State of California, payable to the Town of Los Gatos, in an amount not less than ten percent (10%) of the amount of the Base Bid. The successful bidder will be required to furnish a Performance Bond in an amount equal to one-hundred percent (100%) of the contract price, and a Labor and Material Bond in an amount equal to one-hundred percent (100%) of the contract price. Said bonds shall also be executed by a corporate surety authorized to engage in such business in the State of California and be made payable to the Town of Los Gatos. Original Bidder's Bond with surety seal must accompany the bid.

If the successful bidder fails, neglects, or refuses for TEN (10) calendar days after the award of the contract to enter into the contract to perform the work, the cashier's check, certified check, or Bidder's Bond accompanying the bid and the amount therein named, shall be declared forfeited to the Town and shall be collected by it and paid into its general fund. No bidder may withdraw his/her bid for a period of SIXTY (60) calendar days after the date set for the opening thereof, and the same shall be subject to acceptance by the Town during this period.

The Town reserves the right to reject any or all bids, waive any irregularities in any bids and its determination as to which bid is the lowest responsible bid and is for the best interest of the Town shall be final. The Town shall have SIXTY (60) calendar days from and after the opening of the bids within which to make its determination.

The Contractor receiving the award of the contract shall begin work within FIFTEEN (15) calendar days after receipt of the Notice to Proceed and shall diligently prosecute the same to completion within the time restrictions as listed in the technical specifications and all work shall be completed by the time allotted in the technical specifications.

The Contractor shall have **THIRTY-FIVE (35) working days** to complete this project. Working days will be counted upon the Contractor's receipt of the Notice to Proceed, as noted above.

At the time the Contractor's bid proposal is submitted, the Contractor shall possess a valid Class A California General Contractor's License. The Contractor shall also possess a valid Town of Los Gatos Business License at the time the contract is awarded.

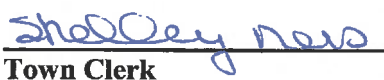
The Town of Los Gatos hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin, sex, religion, age or disability. **The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as recipient deems appropriate.**

Prevailing Rate of Wages: In accordance with the provisions of the California Labor Code, the Town Council hereby determines that the general prevailing per diem rate of wages in the Town of Los Gatos, for laborers and for each craft or type of worker and mechanic employed in the execution of the contract, is the Union Wage Scale established for Santa Clara County, which wage scale as of the execution date of the contract is incorporated herein as if fully set forth. Overtime shall be not less than one and one-half (1-1/2) times the established rates. Sundays and holidays shall be not less than two (2) times the established rates. In payment of labor, the Contractor shall comply with the provisions of Labor Code Sections 1770 to 1781 inclusive (Article 2, Chapter 1, Part 7, Division 2), and any acts amendatory thereto.

For any moneys earned by the Contractor and withheld by the Town to ensure the performance of the contract, the Contractor may, at the Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Article 8, (commencing with Section 10263), Chapter 1, Part 2, Division 2 of the Public Contract Code of the State of California.

Plans and Specifications may be viewed at no cost or purchased for a non-refundable fee of SEVENTY dollars (\$70.00) via the internet at [www.printscharlesrepro.com](http://www.printscharlesrepro.com) (Plan Vault). Plans and Specifications may also be purchased by calling or emailing Prints Charles Reprographics at (408) 240-3330 or [incoming@printscharlesrepro.com](mailto:incoming@printscharlesrepro.com). Please make checks payable to Prints Charles Reprographics. Bidders requesting that Plans and Specifications be mailed/shipped to them will be charged the full cost of shipping. Plans, Specifications, and Plan Holder's list may also be viewed at the website noted above.

**ATTEST:**

  
Town Clerk

## SCHEDULE OF QUANTITIES

### Project #17-813-0231 Bicycle and Pedestrian Improvements (Blossom Hill Road)

| ITEM NO. | SPEC. SECTION | ITEM DESCRIPTION  | UNIT | EST. QTY. | UNIT PRICE | EXTENSION |
|----------|---------------|---|------|-----------|------------|-----------|
| 1.       | 10-2          | Traffic Control   | L.S. | 1         |            |           |
| 2.       | 10-2          | Changeable Message Board Signs  | EA.  | 2         |            |           |
| 3.       | 10-3          | Adjust Storm Manhole to Grade   | EA.  | 1         |            |           |
| 4.       | 10-3          | Adjust Water Valve to Grade (Revocable)   | EA.  | 2         |            |           |
| 5.       | 10-4          | Asphalt Grind   | SF   | 1,810     |            |           |
| 6.       | 10-5          | Hot Mix Asphalt (HMA) Overlay   | TON  | 28        |            |           |
| 7.       | 10-6          | Install New Driveway Approach   | S.F. | 40        |            |           |
| 8.       | 10-6          | Remove and Replace Commercial Driveway Approach at 503 Blossom Hill Road (Including Exposed Aggregate Concrete Conform) | S.F. | 200       |            |           |
| 9.       | 10-6          | Remove and Replace Commercial Driveway Approach at 517 Blossom Hill Road (Including Asphalt Conform)                    | S.F. | 200       |            |           |
| 10.      | 10-6          | Install New Sidewalk  | S.F. | 2,700     |            |           |
| 11.      | 10-6          | Remove and Replace Sidewalk   | S.F. | 150       |            |           |
| 12.      | 10-6          | Remove and Install New Curb and Gutter  | L.F. | 400       |            |           |
| 13.      | 10-6          | Install Curb Ramp-Case B  | EA.  | 1         |            |           |
| 14.      | 10-6          | Install Curb Ramp-Modified Case C   | EA.  | 1         |            |           |
| 15.      | 10-7          | Traffic Signal Work   | L.S. | 1         |            |           |
| 16.      | 10-8          | Install New Catch Basin   | EA.  | 1         |            |           |
| 17.      | 10-8          | Convert Catch Basin to Manhole  | EA.  | 1         |            |           |
| 18.      | 10-9          | Install New 18" HDPE Pipe   | L.F. | 135       |            |           |
| 19.      | 10-10         | Striping Removal  | L.S. | 1         |            |           |
| 20.      | 10-12         | Detail 9 Striping - Thermoplastic   | L.F. | 1,150     |            |           |
| 21.      | 10-12         | Detail 22 Striping - Thermoplastic  | L.F. | 1,000     |            |           |
| 22.      | 10-12         | Detail 27 Striping - Thermoplastic  | L.F. | 200       |            |           |
| 23.      | 10-12         | Detail 27B Striping - Thermoplastic   | L.F. | 865       |            |           |
| 24.      | 10-12         | Detail 38 Striping - Thermoplastic  | L.F. | 1,230     |            |           |

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### Project #17-813-0231 Bicycle and Pedestrian Improvements (Blossom Hill Road)

| ITEM NO. | SPEC. SECTION | ITEM DESCRIPTION  | UNIT | EST. QTY. | UNIT PRICE | EXTENSION |
|----------|---------------|---|------|-----------|------------|-----------|
| 25.      | 10-12         | Detail 39 Striping - Thermoplastic  | L.F. | 5,640     |            |           |
| 26.      | 10-12         | Detail 39A Striping - Thermoplastic   | L.F. | 840       |            |           |
| 27.      | 10-12         | 4" White Hatch - Thermoplastic  | L.F. | 1,720     |            |           |
| 28.      | 10-12         | 12" White Stripe - Thermoplastic  | L.F. | 120       |            |           |
| 29.      | 10-12         | Crosswalk (Yellow) - Thermoplastic  | L.F. | 80        |            |           |
| 30.      | 10-12         | Crosswalk-TLG Std. ST-261 (Yellow) - Thermoplastic                            | L.F. | 140       |            |           |
| 31.      | 10-12         | Type IV (L) Arrow - Thermoplastic   | EA.  | 13        |            |           |
| 32.      | 10-12         | Type IV (R) Arrow - Thermoplastic   | EA.  | 14        |            |           |
| 33.      | 10-12         | Type VI (L) Arrow - Thermoplastic   | EA.  | 3         |            |           |
| 34.      | 10-12         | "STOP" Legend - Thermoplastic   | EA.  | 6         |            |           |
| 35.      | 10-12         | "25" Legend - Thermoplastic   | EA.  | 4         |            |           |
| 36.      | 10-12         | "35" Legend - Thermoplastic   | EA.  | 1         |            |           |
| 37.      | 10-12         | Bike Sharrow - Thermoplastic  | EA.  | 16        |            |           |
| 38.      | 10-12         | Red Curb - Paint  | L.F. | 80        |            |           |
| 39.      | 10-12         | Blue Fire Hydrant Marker  | EA.  | 10        |            |           |
| 40.      | 10-13         | "Green Back Bike Lane Symbol with Arrow" Legend-TLG Std. TR-A - Thermoplastic | EA.  | 5         |            |           |
| 41.      | 10-13         | 4.5' Wide Green Bike Lane with Bike Symbol - Thermoplastic                    | L.F. | 200       |            |           |
| 42.      | 10-13         | 4.5' Wide Dashed Green Bike Lane - Thermoplastic                              | L.F. | 200       |            |           |
| 43.      | 10-13         | 5.5' Wide Dashed Green Bike Lane - Thermoplastic                              | L.F. | 250       |            |           |
| 44.      | 10-13         | 6.5' Wide Green Bike Lane with Bike Symbol - Thermoplastic                    | L.F. | 190       |            |           |
| 45.      | 10-13         | 6.5' Wide Dashed Green Bike Lane - Thermoplastic                              | L.F. | 70        |            |           |
| 46.      | 10-14         | Install Flexible Post   | EA.  | 80        |            |           |
| 47.      | 10-15         | Install New (W4-2) Sign on Existing Sign Pole                                 | EA.  | 1         |            |           |
| 48.      | 10-15         | Install New (W9-1) Sign on Existing Sign Post                                 | EA.  | 1         |            |           |

**GRAND TOTAL BID (ITEMS #1-48):** \$ \_\_\_\_\_

A class A California Contractor's License is required.

# BIDDER'S BOND

## KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the Town of Los Gatos, a municipal corporation of the State of California (hereinafter called "Town") in the penal sum of 10% of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to the Town for the Project listed below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars.

Project #17-813-0231 Bicycle and Pedestrian Improvements (Blossom Hill Road)

The condition of this obligation is such that a bid to the Town for this project, for which bids are to be opened on **Wednesday, February 6, 2019, at 2:30 p.m.**, has been submitted by Principal to Town:

**BID TOTAL from BID SCHEDULE:** \_\_\_\_\_

The quantities shown on the bid form are approximate only, being given as a basis for the comparison of bids, and the Owner does not, expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or class or portion of the work as may be deemed necessary or advisable by the Director of Parks & Public Works.

NOW THEREFORE, if the Principal is awarded the Contract and within the time and manner required under the Specifications, after the prescribed forms are presented to the Principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files 2 bonds with the Town, to guarantee faithful performance of the Contract and to guarantee payment for labor and materials as provided by law as well as files insurance certificates and equal employment opportunity documentation required under the bid, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon said bond by Town, and judgment is recovered, the Surety shall pay all costs incurred by Town in such suit, including a reasonable attorney's fee to be fixed by the Court.