BID DOCUMENTS
NOTICE TO CONTRACTORS

CITY OF CUPERTINO
10300 TORRE AVENUE
CUPERTINO, CALIFORNIA 95014

LOCAL STREETS PAVEMENT MANAGEMENT 2, PROJECT 2008-05

The City of Cupertino, Santa Clara County, California, invites sealed proposals for the construction of the work as delineated on the plans and/or in the specifications, entitled ***LOCAL STREETS PAVEMENT MANAGEMENT 2, PROJECT 2008-05.*** Contract Documents, consisting of Notice to Contractors, Bid Proposal, Time for Completion, Estimated Quantities, Noncollusion Affidavit, Bidder Qualification Form, Subcontractors Form, Signature Form, Standard Specifications, General Provisions, Special Provisions and Plans, Faithful Performance Bond, Labor and Material Bond, Insurance Certificates and City's forms, Contract for Public Works, may be reviewed and copies of same may be obtained at the office of the City Engineer, City of Cupertino, 10300 Torre Avenue; Cupertino, CA 95014, for a non-refundable deposit of $20.00 each. Special attention of bidders is directed to Section 7, Proposal and Award of Contract, of the General Provisions for full directions as to bidding.

Sealed proposals and sealed statement of qualifications will be received at the office of the City Clerk, City Hall, City of Cupertino; 10300 Torre Avenue; Cupertino, CA 95014, ***until 2:00 P.M. on Tuesday, July 1, 2008***, at which time they will be publicly opened and the comparative totals read.

All proposals or bids shall be accompanied by cash, a cashier's check, or certified check payable to the order of the City of Cupertino, in the amount of ten (10%) of the bid, or by a bond in said amount payable to the City of Cupertino. Said bond shall be signed by the bidder and a corporate surety, or by the bidder and two (2) sureties who shall justify before any officer competent to administer an oath, in double said amount and over and above all statutory exemptions. Said cash or check shall be forfeited or said bond shall become payable to the City in case the bidder depositing the same does not enter into a contract with the City within ten (10) days after written notice that the Contractor has been awarded the contract.

All bids shall be compared using the estimated quantities prepared by the Engineer and the unit prices submitted. No incomplete nor interlineated proposal or bid will be accepted. Bidders are required to bid on all items of the proposal.

No federal funds are involved in this project, therefore, bids submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of the State of California.

No bids will be awarded to a Contractor who is not licensed in accordance with the provisions of Division 3 of Chapter 9, "Contracts", of the Business and Professions Code of the State of California. The contract shall not be awarded to any bidder who does not possess a Class A General Engineering or Class C-8, Concrete Contractor's License.

A. Bid Documents (continued)

All bids received will be reported to the City Council of the City of Cupertino within thirty (30) days of receipt, at which time the City Council will review and act upon the bids submitted. Award, if any, will be made to the responsible bidder whose proposal is most advantageous to the City.

The City of Cupertino reserves the right to award the contract to any qualified bidder based on the proposal that is most advantageous to the City. The City also reserves the right to reject any or all bids or to waive any irregularities in the bidding procedures, provided the variance cannot have affected the amount of the bid or cannot have given a bidder an advantage or benefit not allowed other bidders.

The Contractor shall furnish to the City a Faithful Performance Bond and a Labor and Material Bond as required in the specifications.

It shall be mandatory upon the Contractor to whom the contract is awarded, and upon all subcontractors, to pay no less than the general prevailing wage rates to all workers employed in the execution of the contract as provided for in Section 7-1.01A of the Standard Specifications.

Payments to the Contractor will be made in cash by said City upon submission by the Contractor and approval by the Engineer of a progress billing which reflects the value of the work completed. The progress payments made as work progresses will be payments on account and will not be considered as an acceptance of any part of the material or workmanship required by the contract.

Pursuant to Section 22300 of the California Public Contract Code, the Contractor will be permitted, upon request and its sole expense, to substitute securities for any moneys withheld by the City to ensure performance under the contract. Said securities will be deposited either with the City or with a state or federally chartered bank as escrow agent.

Securities eligible for this substitution are those listed in Section 16430 of the California Government Code, or bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

CITY OF CUPERTINO

By: Grace Schmidt Dated: June 25, 2008

City Clerk Deputy

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