



ENGINEERING DIVISION

701 Laurel Street / Menlo Park, CA 94025
(650) 330-6740 Fax (650) 327-5497

ADDENDUM #1

Middlefield Road at Linfield Drive Lighted Crosswalk Improvement Project City Project No. 70-059

TO ALL PERSPECIVE BIDDERS

DATE: July 31, 2012

ADDENDUM NO. 1 includes the following additions/revisions:

- 1) The following Bid forms are inserted after page 10: Bid Bond, Alternate Form of Bid Deposit, and Proposal signature page.
- 2) The following Invitation for informal bid documents are inserted after page 6: Payment Bond, Performance Bond and Maintenance Bond.
- 3) Bid item no. 6 Asphalt Concrete in the item price schedule bid table on page 8; units and quantity of 327 SY is deleted and replaced with 132 SF, see replaced item price schedule.
- 4) Bid item no. 10 Concrete Sidewalk in the item price schedule bid table on page 8; quantity of 317 SF is deleted and replaced with 72 SF, see replaced item price schedule.
- 5) Measurement and Payment section for Bid Item #6 page 24 is deleted and the following Measurement and Payment section wording has been added:

Measurement and Payment

The Contract price per square foot for **Asphalt Concrete (Bid Item # 6)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required, as shown on the plans, as specified herein, and as directed by the Engineer, and no additional compensation will be allowed therefor.

NOTICE: THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SO INCLUDE OR ACKNOWLEDGE A CLARIFICATION MAY RESULT IN THE BID BEING REJECTED AS NOT RESPONSIVE.

Ruben Niño, P.E., Assistant Public Works Director

CONTRACTOR: _____

SIGNATURE OF
BIDDER: _____

DATE: _____



CITY OF MENLO PARK
STATE OF CALIFORNIA

BID BOND

Note: Bidders may use this form as the Bid Bond to accompany proposals or may substitute standardized bond forms prepared by their surety. If substitute forms are submitted, the following text shall be included.

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____

_____, as Principal, and _____,

as Surety, are held and firmly bound unto the City of Menlo Park, hereinafter called "City", in penal sum of ten percent (10%) OF THE TOTAL AMOUNT OF THE BID OF THE PRINCIPAL submitted to the said City for the work described 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, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying Proposal dated _____, 2012, for the **"MIDDLEFIELD ROAD AT LINFIELD DRIVE LIGHTED CROSSWALK IMPROVEMENT PROJECT"**,

NOW, THEREFORE, if the Principal shall not withdraw said Proposal prior to the date and time for the opening of bids, and if the Principal is awarded the Contract and shall within the period specified in the Proposal after receiving notice that the Contract has been awarded and the prescribed forms are presented to him/her for signature, enter in a written Contract with the City, in accordance with the Proposal as accepted and give insurance and bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Proposal within the period specified or the failure to enter into such Contract and give such City bonds, within the time specified, if the Principal shall pay the City the difference between the amount specified in said Proposal and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the City in again calling for bids, then the above obligation shall be voided and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 2012, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(Corporate Seal)

Principal:

By: _____

Title: _____

(Acknowledgment)

(Corporate Seal)

Surety:

By: _____

Attorneys-in-fact

Title: _____

(Acknowledgment)

NOTE TO SURETY COMPANY: The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

NOTARIAL ACKNOWLEDGMENT OF ATTORNEY-IN-FACT OF SURETY

STATE OF CALIFORNIA)

) ss:

COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



CITY OF MENLO PARK
STATE OF CALIFORNIA
ALTERNATE FORM OF BID DEPOSIT

Note: Bidders may use this form as the Bid Deposit to accompany proposals when submitting a cashier's check or a certified check, which must accompany this form.

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____

_____, as Principal, are held and firmly bound unto the City of Menlo Park, hereinafter called "City", in penal sum of ten percent (10%) OF THE TOTAL AMOUNT OF THE BID OF THE PRINCIPAL submitted to the said City for the work described 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, successors and assigns, jointly and severally, firmly by these presents.

THE EXACT FORM OF THIS DEPOSIT is as hereby described as: _____

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying Proposal dated _____, 2012, for the **"MIDDLEFIELD ROAD AT LINFIELD DRIVE LIGHTED CROSSWALK IMPROVEMENT PROJECT"**,

NOW, THEREFORE, if the Principal shall not withdraw said Proposal prior to the date and time for the opening of bids, and if the Principal is awarded the Contract and shall within the period specified in the Proposal after receiving notice that the Contract has been awarded and the prescribed forms are presented to him/her for signature, enter in a written Contract with the City, in accordance with the Proposal as accepted and give insurance and bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Proposal within the period specified or the failure to enter into such Contract and give such City bonds, within the time specified, if the Principal shall pay the City the difference between the amount specified in said Proposal and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the City in again calling for bids, then the above obligation shall be voided and of no effect, otherwise to remain in full force and virtue.

Principal hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this Deposit by the City and judgment is recovered, all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the court shall also be added to the judgment award and be payable from the funds or instrument constituting this Deposit.

IN WITNESS WHEREOF, the above-bounded party has executed this instrument on this day

of _____, 2012, the name, and corporate seal if a corporation, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal:

By: _____

Title: _____

(Acknowledgment)

NOTARIAL ACKNOWLEDGMENT

STATE OF CALIFORNIA)

) ss:

COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

PROPOSAL - SIGNATURES PAGE

The undersigned, representing _____ ,
hereby certifies that the information presented on the preceding pages is a true and correct Bid
for the

project identified as the:

**"MIDDLEFIELD ROAD AT LINFIELD DRIVE LIGHTED CROSSWALK IMPROVEMENT
PROJECT"**

and they agree to the stipulations contained in this proposal package.

SIGNATURE OF COMPANY REPRESENTATIVE: _____

NAME OF COMPANY REPRESENTATIVE: _____

TITLE OF COMPANY REPRESENTATIVE: _____

DATE EXECUTED: _____

CITY OF MENLO PARK
STATE OF CALIFORNIA



PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Menlo Park, California, a municipal corporation, has awarded to _____, hereinafter designated as the "Principal," a Contract for the "MIDDLEFIELD ROAD AT LINFIELD DRIVE LIGHTED CROSSWALK IMPROVEMENT PROJECT"; and,

WHEREAS, said Principal is required to furnish a bond in connection with said Contract, to secure payment of claims of laborers, mechanics, or material persons employed on work under said Contract, as provided by law,

NOW, THEREFORE, we the undersigned Principal and _____ as Surety, are held and firmly bound unto the City of Menlo Park in the sum of _____ DOLLARS (\$ _____), said sum being equal to the estimated amount payable by said City of Menlo Park under the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, his/her or its heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender or other supplies, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his/her subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be voided. In case suit is brought upon this bond, said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plan, Standard Specifications, Special Provisions and other Contract Documents, no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this _____ day of _____, 2012, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal:

By: _____

(Acknowledgment)

Title: _____

(Corporate Seal)

Surety:

By: _____

Attorneys-in-fact

(Acknowledgment)

Title: _____

(Seal)

(Witness)

Approved as to form on behalf of "City": _____
Signature

Title of official: _____



CITY OF MENLO PARK
STATE OF CALIFORNIA

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Menlo Park, California, a municipal corporation, has awarded to _____, hereinafter designated as the "Principal," a Contract for the "MIDDLEFIELD ROAD AT LINFIELD DRIVE LIGHTED CROSSWALK IMPROVEMENT PROJECT"; and,

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract,

NOW, THEREFORE, we the Principal, and _____ as Surety, are held and firmly bound unto the City of Menlo Park in 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, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in said Contract and any alteration thereof 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 defend, indemnify and save harmless the City of Menlo Park, 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.

Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Contract Provisions and other Contract Documents, 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 anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the Contract or to the work or to the specifications.

Approved as to form on behalf of "City": _____
Signature

Title of official: _____

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of _____, 2012, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal:

By: _____

Title: _____

(Acknowledgment)

(Corporate Seal)

Surety:

By: _____
Attorneys-in-fact

(Acknowledgment)

Title: _____

NOTE TO SURETY COMPANY: The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in fact.

CITY OF MENLO PARK
STATE OF CALIFORNIA



MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Menlo Park, California, a municipal corporation, has awarded to _____, hereinafter designated as the "Principal," a Contract for the "MIDDLEFIELD ROAD AT LINFIELD DRIVE LIGHTED CROSSWALK IMPROVEMENT PROJECT"; and,

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under said Contract,

NOW, THEREFORE, we the undersigned Principal, and _____ as Surety, are held and firmly bound unto the City of Menlo Park in 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, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if, during a maintenance period of one (1) year from the date of acceptance of the contracted work, the Contractor upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by City upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of City's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the City named herein or the heirs, executors, administrator or successor of the City.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this _____ day of _____, 2012, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal:

By: _____

(Acknowledgment)

Title: _____

(Corporate Seal)

Surety:

By: _____

Attorneys-in-fact

(Acknowledgment)

Title: _____

(Seal)

(Witness)

Approved as to form:

City

ITEM PRICE SCHEDULE

Item No.	Description	Units	Quantity	Item Price (in words)	Item Price (in figures)	Total (in figures)
1	Mobilization	LS	1			
2	Construction Area Traffic Control	LS	1			
3	Waste Management	LS	1			
4	Sawcut	LF	83			
5	Aggregate Base	TN	7.1			
6	Asphalt Concrete	SF	132			
7	Remove & Dispose of Signs & Poles	EA	3			
8	Furnish & Install Poles and Signs	EA	4			
9	Relocate Existing Traffic Signs & Install New Poles	EA	3			
10	Concrete Sidewalk	SF	72			
11	Sidewalk Ramps	EA	2			
12	Textured Pavement Treatment	SF	1,200			
13	Grind Existing Striping	LF	100			
14	Install Thermoplastic 12" White X-Walk	LF	240			
15	Install Thermoplastic Pavement Markings	SF	45			
16	Install City-furnished lighted crosswalk system, including City-furnished poles & LED Enhanced Signs	LS	1			
TOTAL BID						

(Abbreviations: LF=linear feet, SF=square feet, SY=square yards, CY=cubic yards, TN=tons, LS=lump sum, EA=each)

Prices shall be good for sixty (60) days from opening of bids.