

requirements. Such Bidder shall also furnish a Performance Bond and a Labor and Materials Bond (Payment Bond), each in an amount not less than one-hundred percent (100%) of the Contract Price. Bonds shall be on forms provided by the District and shall be executed as surety by a corporation or corporations authorized to issue surety bonds in the State of California, as an admitted surety insurer and acceptable to the District.

Dated at Oakland, California, this 18th day of June 2010.

/s/ Kenneth A. Duron,  
District Secretary San Francisco Bay Area  
Rapid Transit District  
6/25/10  
**CNS-1889719#**  
**DAILY CONSTRUCTION SERVICE**

DCS: June 25, 2010

**CITY OF GRASS VALLEY  
PUBLIC WORKS DEPARTMENT**

**Invites sealed proposals for the:  
MATSON CREEK FLOOD DAMAGE REPAIR  
PROJECT, PROJECT NO. 10-01**

Bids will be received at the City of Grass Valley, Engineering Division, 125 East Main Street, Grass Valley, CA 95945 until **3:30 P.M. on July 12, 2010** at which time they will be publicly opened and read aloud at said address. Any Protest regarding the award of the contract must be submitted pursuant to the instructions stated in the special provisions.

**GENERAL WORK DESCRIPTION:**

The scope of work, in general, includes; replacement of approximately seventy linear feet of concrete channel culvert with a precast box culvert, including dewatering, clearing and removal, excavation, culvert installation, and minor concrete construction. Other related items not mentioned above, that are required by the plans, specifications or these Special Provisions shall be performed, placed, constructed, or installed.

**Project Location:** Matson Creek, 128 Harris Street, between Eureka Street and East Main Street in Grass Valley, California. **Engineer's estimate: \$90,000.00.** No pre-bid meeting is scheduled for this project. Bids are required for the entire work described herein. The City of Grass Valley reserves the right to postpone the date and time for the opening of proposals at any time prior to the date and time announced in the advertisement in accordance with applicable law. The City of Grass Valley reserves the right to reject any and all bids or to waive any minor defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if the City elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162

and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive items. All bids will remain valid for 90 days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidders security, bidders may not withdraw their bid during the 90 day period after the bid opening. **Attention is directed** to the requirements specified in Section 7-1.01C, "Contractor's Licensing Laws", of the Standard Specifications. The Contractor shall possess a valid California Class A Contractor's License, or a combination of the following classes: C-8 Concrete Contractor, C-12 Earthwork and Paving Contractor, C-34 Pipeline Contractor, C-36 Plumbing Contractor and D-63 Construction Cleanup Contractor, and all other classes required by the categories and types of work included in the contract at the time of the bid award. All licenses shall remain in effect throughout the term of the contract. Plans, specifications and proposal forms for bidding this project can ONLY be obtained from the City of Grass Valley, Engineering Division, 125 E. Main Street, Grass Valley, CA 95945, Telephone (530) 274-4373. **A non-refundable fee of thirty dollars (\$30.00) per bid set will be charged if picked up, or thirty-five dollars(\$35.00) per bid set if mailed USPS.** Bid Security equal to at least 10 percent of the bid shall be required for this project. Bid Security shall be submitted with the bid in one of the following forms; 1) Cash, 2) Cashier's check, 3) Certified check, or 4) Bidder's bond signed by a surety insurer who is licensed in California. Make checks and bonds payable to the City of Grass Valley. The successful bidder shall be required to furnish a Payment Bond and a Performance Bond and certificates of liability and property damage insurance. The amounts of liability and property damage insurance will not be less than the amounts shown in the Contract and shall also include the endorsements specified. Bidders are urged to obtain DBE participation on this project, although there are no specific goals for DBE participation. The City of Grass Valley hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages in the county in which the work is to be done have been determined by the Director of the Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, may be examined at the office of the Engineering Division, City of Grass Valley and available from the California Department of

Industrial Relations Internet web site at <http://www.dir.ca.gov>. The Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished will apply to work done under this Contract.

Dated: June 23, 2010 TMK

DCS: June 25, 2010

LEGAL