## ENGINEERING DIVISION

# BID BOOK

For the Construction of

**PEDESTRIAN AND ROADWAY IMPROVEMENTS ON LAUREL AVENUE AND SIXTH STREET**

In

*The City of Atwater*

For use in conjunction with STANDARD SPECIFICATIONS, dated 2018, published by the California Department of Transportation, and with LABOR SURCHARGE AND EQUIPMENT RENTAL RATES, in effect on the date the work is accomplished.

| | | | |
|---|---|---|---|
| PROJECT NO.: | 19-5 | BID CALL NO.: | 714-22 |
| BID OPENING: | Thursday, November 10, 2022 @ 2:00 P.M. Pacific Time | | |

Lori Waterman

Lori Waterman
City Manager

10/11/22

Date

**BOOK 2 OF 2**

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# ATTACHMENTS

ATTACHMENT 1: PREVAILING WAGE RATES

# BID ITEM CHECKLIST

The bidder shall provide a complete bid in a sealed envelope before 2:00 pm on the bid opening date. Failure to provide all the required documents may cause the bid to be considered non-responsive.

**PROJECT: PEDESTRIAN AND ROADWAY IMPROVEMENTS ON LAUREL AVENUE AND SIXTH STREET**

| Item | Page # | Complete? |
|---|---|---|
| Bidder Information | BF-2 | Yes ☐ |
| Bid Item List | BF-4-5 | Yes ☐ |
| List of Subcontractors | BF-6 | Yes ☐ |
| Equal Employment Opportunity Certification | BF-9 | Yes ☐ |
| Public Contract Code Section 10285.1 Statement & Public Contract Code Section 10162 Questionnaire | BF-10 | Yes ☐ |
| Response to Debarment & Suspension Certificate (if applicable) | BF-12 | Yes ☐<br>N/A ☐ |
| Disclosure of Lobbying Activities (if applicable) | BF-14 | Yes ☐<br>N/A ☐ |
| Bidders Bond & Security | BF-15 | Yes ☐ |
| Bid Execution Parts 1 & 2 | BF-16-17 | Yes ☐ |

Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal.)

# BIDDER INFORMATION
# TO
# CITY OF ATWATER
# Project No.: 19-5
# Bid Call No.: 714-22

| | |
|---|---|
| FOR THE CONSTRUCTION OF: | PEDESTRIAN AND ROADWAY IMPROVEMENTS ON LAUREL AVENUE AND SIXTH STREET |
| NAME OF BIDDER: | |
| BUSINESS ADDRESS: | |
| | |
| | |
| | |
| TELEPHONE NO.: Area Code | (  ) |
| FAX NO.: Area Code | (  ) |

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the State General Prevailing Wage Rates), the contract annexed hereto, and any addenda thereto, and also in accordance with the State of California Department of Transportation Standard Plans, dated 2018, the Standard Specifications, dated 2018, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentagewise the unit price or item total in the Department's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the CITY OF ATWATER, and that discretion will be exercised in the manner deemed by the CITY OF ATWATER to best protect the public interest in the prompt and economical completion of the work. The decision of the CITY OF ATWATER respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the two (2) bonds in the sums required by the Special Provisions, with surety satisfactory to the City of Atwater Engineering Division, within eight (8) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the Department that the contract has been awarded, the City of Atwater may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this bid shall operate and the same shall be the property of the City of Atwater.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principal are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this bid is accepted, that he will contract with the City of Atwater, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following item prices, to wit:

# CITY OF ATWATER

## BID ITEM LIST

### PEDESTRIAN AND ROADWAY IMPROVEMENTS ON LAUREL AVENUE AND SIXTH STREET

### PROJECT NO. 19-5
### BID CALL NO. 714-22

**BASE BID**

| ITEM NO. | ITEM | UNIT OF MEASURE | ESTIMATED QUANTITY | UNIT PRICE | TOTAL ITEM PRICE |
|---|---|---|---|---|---|
| 1 | REMOVE EX. CONCRETE | SF | 1,316 | | |
| 2 | REMOVE EX. ASPHALT CONCRETE PAVEMENT | SF | 6,837 | | |
| 3 | REMOVE EX. CONCRETE CURB AND GUTTER | LF | 463 | | |
| 4 | REMOVE EX. CONCRETE CURB | LF | 6 | | |
| 5 | CLEARING AND GRUBBING | LS | 1 | | |
| 6 | REMOVE EX. TREES | EA | 2 | | |
| 7 | TRIM EX. TREES | LS | 1 | | |
| 8 | MINOR CONCRETE (6” CURB AND GUTTER) | LF | 488 | | |
| 9 | MINOR CONCRETE (RETAINING CURB) | LF | 45 | | |
| 10 | MINOR CONCRETE ( 6” THICK DRIVEWAY APPROACH) | SF | 324 | | |
| 11 | MINOR CONCRETE (SIDEWALK) | SF | 1,573 | | |
| 12 | MINOR CONCRETE (CURB RAMP) | SF | 176 | | |
| 13 | DETECTABLE WARNING SURFACE | SF | 46 | | |
| 14 | CLASS 2 AGGREGATE BASE (5.5 IN THICKNESS) | SF | 6,775 | | |
| 15 | HOT MIX ASPHALT (2.5 IN THICKNESS) | SF | 6,775 | | |
| 16 | 3” PLASTIC PIPE (PVC SLEEVE) | LF | 30 | | |

| ITEM NO. | ITEM | UNIT OF MEASURE | ESTIMATED QUANTITY | UNIT PRICE | TOTAL ITEM PRICE |
|---|---|---|---|---|---|
| 17 | WATER POLLUTION CONTROL | LS | 1 | | |
| 18 | CONTOUR GRADING | LS | 1 | | |
| 19 | MOBLIZATION | LS | 1 | | |
| 20 | SURVEY MONUMENT PRESERVATION | LS | 1 | | |
| | | | **TOTAL BASE BID:** | | |

The bidder will list the name, address, the California contractor license number, and the portion of work of each subcontractor on the next page.

# LIST OF SUBCONTRACTORS

The bidder certifies that:

A. ☐ I **do not** intend to subcontract any work on this project.

B. ☐ I **do** intend to subcontract portions of the work on this project.

NOTE: Check box A or box B. **If a box is not checked, it will be deemed as box A checked.**

If awarded the Contract, you propose to employ the following subcontractors to perform work or labor or render service in or about the work in an amount in excess of one-half of one percent (0.5%) of the total amount of your proposal or $10,000, whichever is greater. Listing of subcontractors is mandatory under Sections 4100-4108 of the Public Contract Code. If no subcontract work is proposed, except within the one-half of one percent (0.5%) or $10,000 limit set forth, you will so state.

| NAME AND ADDRESS OF SUBCONTRACTOR AND LICENSE NUMBER | DEPT. INDUSTRIAL RELATIONS REGISTRATION NUMBER | DESCRIPTION OF WORK TO BE SUBCONTRACTED | BID ITEMS NUMBERS AND PERCENTAGE OF WORK SUBCONTRACTED |
|---|---|---|---|
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## CITY BID CERTIFICATIONS

# AFFIRMATIVE ACTION PROGRAM CERTIFICATION

This certification of bidder regarding Affirmative Action Program shall be submitted by the bidder and shall be part of the contract documents:

The bidder hereby certifies that he/she is in compliance with the following:

- Title VI of the Civil Rights Act of 1964 (PL 88-352)
- Equal Employment Opportunity (Executive Order No. 11246)
- California Fair Employment Practices Act

**NOTICE: The above certification is part of the Bid. Signing the Bid on the signature portion thereof shall also constitute signature of this certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.**

# NONDISCRIMINATION OF INDIVIDUALS WITH DISABILITIES

**Policy Statement**

In compliance with the Americans with Disabilities Act of 1990 and Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Atwater that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs and meetings open to the public to people with disabilities.

In this regard, City and all of its contractors and subcontractors will take all reasonable steps in accordance with the Americans with Disabilities Act of 1990 and GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

Each agency, organization, or person seeking a bid, contract or agreement with the City of Atwater shall include a certification of compliance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act.

## NON–DISCRIMINATION CERTIFICATION

The bidder hereby certifies that he/she is in compliance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to handicap, discrimination and participation.

**NOTICE: The above certification is part of the Bid. Signing the Bid on the signature portion thereof shall also constitute signature of this certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.**

# EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____,
hereby certifies that he has ___ , has not ____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

# PUBLIC CONTRACT CODE (STATEMENTS & QUESTIONNAIRE)

## Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not ___been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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## Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

# NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the City of Atwater.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**Note: The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.**

**Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.**

# DEBARMENT & SUSPENSION CERTIFICATE

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

# CITY OF ATWATER LOCAL BUSINESS PREFERENCE PROGRAM QUESTIONNAIRE

City of Atwater Code of Ordinances 03.04.270

The City of Atwater's Local Business Preference Program offers a preference of a five percent (5%) reduction to a local bidder's bid price, subject to conditions and requirements described in the City Code of Ordinances Section 03.04.270. Refer also to the *Special Provisions* for additional information.

Non-completion and/or non-submittal of this form will disqualify bidder from receiving the Local Business Preference.

| | |
|---|---|
| The bidder intends to qualify for the City of Atwater Local Business Preference Program: | **NO** ☐ |
| | **YES** ☐ |

If "yes", provide information requested below and attach Good Faith Effort documentation as described in the *Special Provisions*:

| | |
|---|---|
| Business Name | |
| Business Street Address | |
| Business City, State, Zip | |
| City Business License No. | |

**Note: The above questionnaire is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute certification of this questionnaire**

**Bidders are cautioned that providing false information may subject them to criminal prosecution.**

# Attach Good Faith Effort Documentation to this form.

## CITY OF ATWATER

# BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ as Principal, and

_____, as surety,

are held and firmly bound unto the City of Atwater in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to the City of Atwater for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City of Atwater to which said bid was submitted, 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 $_____.

The condition of this obligation is such that, whereas the Principal has submitted the above-mentioned bid to the City of Atwater, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Atwater, California, for the **PEDESTRIAN AND ROADWAY IMPROVEMENTS ON LAUREL AVENUE AND SIXTH STREET.**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the City of Atwater one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 2022.

_____(Seal)

_____(Seal)

_____(Seal)
PRINCIPAL

_____(Seal)

_____(Seal)

_____(Seal)
SURETY

ADDRESS_____

*NOTE: Signatures of those executing for the surety must be properly acknowledged.*

# BID EXECUTION --PART 1

## PEDESTRIAN AND ROADWAY IMPROVEMENTS ON LAUREL AVENUE AND SIXTH STREET

## PROJECT NO. 19-5
## BID CALL NO. 714-22

Accompanying this bid is _____
(NOTICE: Insert the words "Cashier's Check," "Certified Check," or "Bidder's Bond," as the case may be.) in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

**IMPORTANT NOTICE** - If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

_____

_____

_____

_____

Licensed in accordance with an act providing for the registration of Contractors,

License No._____ Expiration Date: _____Classification(s) _____

ADDENDA - This Bid is submitted with respect to the changes to the contract included in addenda number/s

_____
(Fill in addenda numbers if addenda has been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)

Warning - If an addendum or addenda have been issued by the Department and not noted above as being received by the bidder, this Bid may be rejected.

# BID EXECUTION –PART 2

## PEDESTRIAN AND ROADWAY IMPROVEMENTS ON LAUREL AVENUE AND SIXTH STREET

## PROJECT NO. 19-5
## BID CALL NO. 714-22

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

_____ _____
Date Signature of Bidder

_____
Name (Print)

_____
Title

Business Name: _____

Business Address: _____

_____

# SAMPLE CONSTRUCTION CONTRACT

This GENERAL CONSTRUCTION CONTRACT ("Contract") is made by and between the CITY OF ATWATER, a California municipal corporation ("City") and _____ ("Contractor") as of _____, 2022. City and Contractor shall be referred to herein separately as a "Party" and collectively as "Parties".

1. The Contract. It is mutually agreed and understood that the complete Contract shall consist of the following component documents, all of which are fully a part hereof as if herein set out in full, or if not attached, as if hereto attached:

A. This Contract;
B. Plans and Specifications for **PROJECT NO. 19-5;**
C. Special Provisions for **PROJECT NO. 19-5**;
D. Notice to Contractors;
E. Proposal to the City of Atwater;
F. Performance Bond;
G. Labor and Material Bond;
H. Current edition of the Caltrans Standard Specifications;
I. Current edition of the Caltrans Standard Plans;
J. The latest revisions to the General Prevailing Wage Rates
K. Any Published Addenda; and
L. FHWA Form 1273: Required Contract Provisions for Federal-aid Construction Contracts

Any and all obligations of the City and the Contractor are fully set forth and described therein.

All of the above component documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The component documents comprising the complete Contract are sometimes hereinafter referred to as the "Contract Documents".

2. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with the Contract Documents, and in the manner designated in, and in strict conformity with, the Project Plans and Specifications for PROJECT NO. 20-7, entitled, "PROJECT NO. 20-7 – DOWNTOWN PEDESTRIAN IMPROVEMENTS PROJECT -PHASE I" for construction in Atwater, Merced County, California. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and said work performed and completed as required in said Project Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City or its representative. The City hereby designates the City Engineer as its representative for the purpose of this Contract.

3. Contract Price. The City agrees to pay, and the Contractor agrees to receive and accept, the following Contract prices as full compensation for furnishing all materials and performing all work in accordance with this Contract as follows:

SAMPLE

| ITEM NO. | ITEM | UNIT OF MEASURE | ESTIMATED QUANTITY | UNIT PRICE (IN FIGURE) | ITEM TOTAL (IN FIGURES) |
|---|---|---|---|---|---|
| | | | | | |
| | (Update upon award of contract) | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |

**TOTAL BID SCHEDULE ITEMS 1 THROUGH X $_____**

**Name of Bidder or Firm: _____**

4. Termination. If the Contractor should become insolvent or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract Documents, the City may serve written notice upon Contractor and its surety of its intention to terminate the Contract. The notice shall contain the reasons for the City's intent to terminate the Contract and unless the violation ceases and/or is corrected within ten (10) days of service of the notice, the Contract shall cease and terminate. In the event of any such termination, the City shall immediately serve a written notice of termination on the surety and the Contractor, and the surety shall have the right to take over and perform the Contract. The surety shall serve a written notice of intent to take over and perform the Contract on the City within fifteen (15) days of service of the notice to terminate and shall commence performance of the Contract within thirty (30) days from service of the notice to terminate. In the event the surety fails to serve the notice of intent to take over and perform or fails to commence performance as required in this Section, the City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any excess cost incurred by the City, and in such event the City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary to complete the work.

5. Notices. All notices given pursuant to this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, certified or registered, with return receipt requested. Such notice shall be deemed served or given three (3) business days after deposit in the United States Postal Service. The address of each Party to this Agreement for purposes of notice shall be as indicated below. Each Party may change its address for notice by giving notice of such change to the other Party in the manner set forth above.

If to City: ***Lori Waterman,***
***City Manager***
***City of Atwater***
***750 Bellevue Road***
***Atwater, California 95301***

SAMPLE

If to Contractor: _____
_____
_____
_____

If to Surety: _____
_____
_____

6. Assignment of Contract. The Contractor shall not voluntarily assign the Contract, moneys due under the Contract, or monies to become due under the Contract, without first obtaining the prior written consent of the City.

7. Contract Security. The Contractor shall furnish a surety bond in an amount at least equal to One Hundred Percent (100%) of the Contract price as security for the faithful performance of this Contract ("Performance Bond"). The Contractor shall also furnish a separate surety bond in an amount at least equal to One Hundred Percent (100%) of the Contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond ("Labor and Material Bond").

8. Insurance. Contractor shall procure and maintain for the duration of the contract the required insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work of the Contractor, its agents, employees, representatives, and subcontractors. The cost of such insurance shall be included in the contractor's bid.

**A. Minimum Scope of Insurance.**

1. Commercial General Liability coverage at least as broad as the Insurance Services Office, Inc. (ISO Form CG 00 01) with limits of liability of at least $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance forms or other forms with a general aggregate limit are used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be $2,000,000.

2. An Additional Insured Endorsement to the Commercial General Liability coverage form naming the City as an insured at least as broad as ISO form CG 20 37 10 01 entitled ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS COMPLETED OPERATIONS.

3. Business Auto Liability coverage at least as broad as ISO form CA 00 01 with limits of liability of at least $1,000,000 combined single limit per accident for bodily injury and property damage, covering any automobile owned, leased, hired or borrowed by the Contractor, its agents, representatives, or employees, or for which the Contractor is responsible.

SAMPLE

4. An Automobile Liability Special Endorsement at least as broad as Exhibit 1 (attached) to the Business Auto Liability form naming the City as an insured with regard to damages and the defense of claims arising out of use of any automobile for which the Contractor is responsible. (In the alternative, the Contractor may provide a Designated Insured Endorsement form at least as broad as ISO Form CA 00 01).

5. Workers' Compensation coverage for the Contractor's employees with limits as required by California law, and Employers Liability coverage with limits of liability of at least $1,000,000 per accident or occurrence.

6. A Certificate of Liability Insurance showing evidence of the above liability coverages prior to the commencement of work.

**B. Minimum Limits of Insurance.**

Contractor shall maintain limits no less than:

| | | |
|---|---|---|
| 1. General Liability: (Including operations, products and completed operations.) | **$1,000,000** | per occurrence for bodily injury, personal injury and property damage If Commercial General Liability insurance or other form with a general aggregate limit shall apply separately to this project/locations or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | **$1,000,000** | per accident for bodily injury and property damage. |
| 3. Employer's Liability: | **$1,000,000** | per accident for bodily injury or disease. |

**C. Deductibles and Self-Insured Retentions.**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, public officials, employees and volunteers, or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**D. Other Insurance Provisions.**

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain the following provisions:

1. The City, its officers, public officials, employees and volunteers are to be covered as insured's with respect to liability and defense arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor;

SAMPLE

and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (CG 20 10), or as a separate owner's policy.

2. For any claims related to this project, the Contractor's liability insurance coverage shall be primary insurance as respects the City, its officers, public officials, employees and volunteers. Any insurance of self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. The Contractor agrees that any and all liability insurance coverages available to it as a named insured will be applicable to the City as an Additional Insured.

6. If other than ISO forms are used by the insurer(s) for the Contractor, each form used will require individual review and approval by the City of Ripon.

**E. Acceptability of Commercial Insurers.**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than "A: VII."

**F. Verification of Coverage.**

Contractor shall furnish the City with Certificates of Liability Insurance and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the Entity's forms, provided those endorsements or policies conform to the requirements of the Contract. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**G. Subcontractors.**

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the insurance requirements stated herein.

**H. For Construction Risks.**

SAMPLE

If this is a Proposal and Contract that involves a construction risk, in addition to the Insurance Requirement specified above, the Contractor shall procure and maintain Course of Construction (Builder's Risk) insurance covering all risks of loss with limits of liability of not less than the completed value of the project with no coinsurance penalty provisions.

The Course of Construction insurance policies shall contain the following provisions:

1. The City shall be named as loss payee; and

2. The insurer shall waive all rights of subrogation against the City.

9. Hold Harmless. The Contractor will indemnify, defend with counsel selected by the City, save, keep, and hold harmless, the City and all officers, employees, and agents thereof from all damages, costs, or expenses, in law or in equity, that may at any time arise or be set up because of personal injury or damage to property sustained by any person or persons by reason of, or in the course of the performance of said work, or by reason of any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation, in consequence of the use in, on, or about said work, of any article or material supplied or installed under this Contract. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Notwithstanding the above, the Contractor shall, wherever it is necessary, keep and maintain at his sole cost and expense during the course of his operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon the City and are for the express benefit of the general public.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

It is expressly understood that Contractor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Contractor shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should contractor desire any insurance protection, the Contractor is to acquire such protection at its expense.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

10. Accident Prevention. Precaution shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

SAMPLE

11. Payment. The City will make partial and final payment to the Contractor except that the City will retain five percent (5%) of the final payment amount until the expiration of thirty-five (35) days from the date of recording by City of the notice of acceptance of completion of all work covered by this Contract, at which time and not before, City shall pay to Contractor the remaining five percent (5%), less any previous payments and deductions provided for herein.

The closure date for the purpose of making monthly progress payment will be the last calendar day of that month. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the City's payment procedure.

Each month, the Contractor will submit its own invoice for work performed through the closure date and the Engineer will make an approximate measurement of the work performed through the closure date and as a basis for making monthly payments, estimate its value based on the Contract unit prices or as the Engineer deems appropriate. The City will endeavor to, not later than twenty (20) working days after receipt of the Contractor's invoice, make partial payment to the Contractor, based on work performed and material incorporated in the project as of the closure date of the particular calendar month, providing that the Contractor's invoice for the work performed agrees with the Engineer's determination. If the Engineer's determination differs from the Contractor's invoice, the City will make payment to the Contractor for those items or portions of items not in dispute not later than payment would have been made had no dispute occurred. Within ten (10) calendar days after agreement on disputed work is achieved between the City and the Contractor, the City shall pay the Contractor for any additional monies due as a result of settling any dispute. When the work has been satisfactorily completed, the Engineer will determine the quantity of work performed and prepare the final estimate.

The payment of progress payments by the City shall not be construed as an absolute acceptance of the work done up to the time of such payments, but the entire work is to be subjected to the inspection and approval of the City and subject to whatever inspection and approval may be required by law.

It is further agreed by the Parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the work shall be presented to the City by the Contractor upon the request of the City.

12. Prevailing Wage. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this Contract. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the terms of said proposal conflicting herewith.

13. Article VI. The improvements contemplated in the performance of this Contract is a Federal-Aid improvement over which the State of California shall exercise general supervision. The State of California therefore shall have the right to assume full and direct control over this Contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires. In such cases, the State Contract Act will govern.

SAMPLE

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Parties hereinabove named, on the day and year first herein written.

ATTEST:

CITY OF ATWATER, a Municipal Corporation
(Herein called Owner)

By: _____

Lucy Armstrong, City Clerk

By:_____

Lori Waterman, City Manager

APPROVED AS TO FORM:

By:_____
Jose Sanchez, City Attorney

_____

(Here in called Contractor)

By:_____
Contractor licensed in accordance with an act providing for the registration of contractors.

ACCOUNT DATA:

**PROJECT NO. 19-5**

Contract No. _____

Project Account No./Amount:

_____ / $ _____

By:_____
Finance Director Verification

LICENSE NO. _____

TAXPAYER I.D. NO. _____

VENDOR NO. _____

ADDRESS:_____

PHONE:_____

FAX: _____

EMAIL:_____

(SEAL)

SAMPLE

# SAMPLE FAITHFUL PERFORMANCE BOND

(Contract)

WHEREAS, the City of Atwater, State of California, and _____ , the Contractor, have entered into a contract to perform certain work as set forth in the contract for **PROJECT NO. 19-5;** and,

WHEREAS, _____ hereinafter designated as Principal, has agreed to install and complete said work.

NOW, THEREFORE, we the Principal and _____ , as Surety, are held and firmly bound unto the City of Atwater, hereinafter called "City" in the penal sum of $_ , lawful money of the United States, for payment of which sum well and truly to be made, we bond ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his 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 provisions of said improvement requirements, and any lawful modification thereof, on their part; and such work is performed at the time and in the manner specified by the City, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect. As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed, or to the specifications accompanying such work shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on _____ .

By: _____ By: _____

PRINCIPAL SURETY

SAMPLE

# SAMPLE LABORERS AND MATERIALMENS BOND

(Contract)

WHEREAS. the City of Atwater, State of California, and _____, the Contractor, have entered into a contract to perform certain work as set forth in the contract for **PROJECT NO. 19-5**; and,

WHEREAS, _____, hereinafter designated as Principal, has agreed to install I and complete said work; and,

WHEREAS, said Principal is required under the terms of the Contract Specifications to furnish a bond to secure the claims to which reference is made in Title 15 commencing with Section 3082 of Part 4 of Division 3 of the Civil Code of the State of California. Now, said Principal and the undersigned as Surety are held and firmly bound unto the City of Atwater, hereinafter called the City, and all contractors, subcontractors, laborers, materialsmen and other persons employed in the performance of the work and refereed to in the aforesaid Code of Civil Procedure in the sum of $ , lawful money of the United States, for materials furnished or labor thereon-of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount hereinabove set forth and also in case suit is brought upon this bond, will pay in addition to the face amount thereof costs and reasonable expenses and fees, including reasonable attorneys' fees incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 commencing with Section 3082 of Part 4 of Division 3 of the Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect. The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said conditions or work shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named on _____ .

By: _____ By: _____

PRINCIPAL SURETY

SAMPLE

# ATTACHMENT 1:
# PREVAILING WAGE RATES

*STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS*
*DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS*
*ARE AVAILABLE AT THE FOLLOWING LINK:*

**https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm**