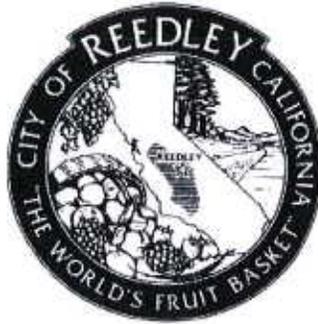


CITY OF REEDLEY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING



BID AND CONTRACT DOCUMENTS

FOR

THE CONSTRUCTION OF

**MANNING AVENUE BRIDGE
REPLACEMENT**

IN THE CITY OF REEDLEY

For use in Connection with Standard Specifications and Standard Plans of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Contract No. 2012-5880
Federal Aid Project No. BHLS-5216(028)
Date: May 28, 2013



MANNING AVENUE BRIDGE REPLACEMENT

City of Reedley
Department of Public Works
Bid and Contract Documents
Annexed to Contract No. 2012-5880

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BIDDER'S CHECKLIST

MANNING AVENUE BRIDGE REPLACEMENT

Bidders shall complete and submit the following documents found in the Bid and Contract Documents book for bids to be considered responsive.

1. **BID FORM** pages 5 through 14
2. **BIDDER'S STATEMENT** page 15
3. **LIST OF SUBCONTRACTORS** pages 16 through 17
4. **INFORMATION REQUIRED OF BIDDER** page 18
5. **CITY OF REEDLEY BIDDERS LIST** page 20
6. **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION** page 21
7. **PUBLIC CONTRACT CODE** pages 22 through 23
8. **NON-COLLUSION AFFIDAVIT** page 24
9. **DEPARTMENT AND SUSPENSION CERTIFICATION** page 25
10. **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS** page 26
11. **DISCLOSURE OF NONLOBBYING ACTIVITIES** page 27
12. **PRIME CONTRACTOR SIGNATURE PAGE** page 29
13. **BIDDER'S BOND** page 30 with bid deposit in the form as specified in the contract documents
14. **ADDENDA** - Signature page(s) of all Addenda issued, Addenda No. ___ to ___. (Enter numbers)

If one of the three lowest bidders, submit the following as per the Special Provisions:

15. **EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT** page 31
16. **EXHIBIT 15-H DBE INFORMATION-GOOD FAITH EFFORTS** pages 33 through 34

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the City Council of the City of Reedley for furnishing all labor, materials, services, and equipment and performing all work necessary for the **MANNING AVENUE BRIDGE REPLACEMENT, Federal-Aid Project No. BHLS-5216(028)** in the City of Reedley, Fresno County.

Project plans, special provisions, bid and contract documents are on file and may be examined at the City's website www.reedley.ca.gov and at the Office of the City Engineer, 1733 Ninth Street, Reedley, California, 93654, (559) 637-4200, ext. 221. Copies may also be examined at the following Builders Exchanges:

- Fresno Builders Exchange
- McGraw-Hill Construction
- Tulare-Kings Builders Exchange
- Construction Bidboard, Inc.

Copies may be obtained at the City of Reedley for a charge of ONE HUNDRED dollars (\$100.00) per set, nonrefundable. In addition, there will be an eight dollar (\$8.00) mailing and handling charge for any sets mailed. Prospective bidders must be on the plan holders list in order to receive any addendums issued by the City of Reedley.

A **nonmandatory** prebid meeting is scheduled for June 20, 2013 at 1:30 p.m. at the Office of the City Engineer.

Description of Work: The work includes, in general, replacement of the Kings River Bridge on Manning Avenue and associated improvements such as ornamental railing and lighting, reconstruction of Manning Avenue from Kings River Road to West Manning Avenue including, but not limited to, pavement reconstruction, curb, gutter and sidewalk, raised medians, drainage systems, traffic signal retrofit, street landscaping, street lighting, water, sewer and storm drain facilities, signage and striping. Other work includes demolition of abandoned bridge foundations, conducting environmental surveys, restoration planting, clear and grubbing, protected species' eviction and other environmental mitigation tasks; coordination with utility companies for out-of-contract utility relocation work; and SWPPP permit compliance.

The City of Reedley hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority 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, religious creed, sex, or national origin in consideration for an award.

The DBE contract goal is 9.15 percent.

The prevailing wage rates as determined by the Director of Industrial Relations of the State of California shall apply to this project. In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for Section 1773.8 of the California Labor Code, apprenticeship or other training programs authorized by Section 3093 of

said code, and similar purposes applicable to the work to be done. Said wages are on file with the City of Reedley and County of Fresno and are incorporated herein as part of the special provisions. By submission of a bid, bidder stipulates and agrees to abide by the provisions of the Labor Code related to payment of prevailing wage or promptly pay a penalty of \$50.00 per day per worker paid less than prevailing wage pursuant to the provisions of Labor Code Section 1775. A work day shall not exceed eight hours labor per day or forty (40) hours labor per week. The successful bidder shall keep an accurate record of employees' hours worked by calendar day and week.

Minimum wage rates for this project, as predetermined by the Secretary of Labor, are set forth herein in the Bid and Contract Documents and incorporated as part of the special provisions. These wage rates may be examined at the City of Reedley where the project plans, special provisions, bid and contract documents may be seen. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations of the State of California for similar classifications of labor, the Contractor and his subcontractors shall pay not less than the higher wage rate.

Bids must be filed with the Reedley City Engineer, 1733 Ninth Street, Reedley, not later than 3:00 p.m., Thursday, July 11, 2013, at which time the Office of the City Engineer of the City of Reedley will open said bids. Bids must be submitted in a sealed envelope and marked on the outside of the envelope "Bid – MANNING AVENUE BRIDGE REPLACEMENT" together with the name and address of the bidder. The bids will be opened and read publicly at that time.

Each bid must be accompanied by either a cashier's check, certified check or bidder's bond in a sum equal to at least ten (10%) percent of the total amount bid. Checks or bonds must be made payable to the City of Reedley; such securities shall be a guarantee that the bidder, if his bid is accepted, will enter into a satisfactory contract and furnish a good and sufficient bond for faithful performance thereof and for payment of labor and material costs in accordance with the requirements of the plans and specifications.

No contract will be awarded to a Contractor who has not been licensed in accordance with the provisions of Chapter 791, Statutes of 1929, as amended, or whose bid is not on the proposal form included in the contract documents. An appropriate and valid California Contractor's License is required for the project. Class A General Engineering Contractors license is required.

Interpretations: All questions about the meaning or intent of the Contract Documents shall be directed to the office of the City Engineer in writing. Interpretations or clarifications considered necessary by the City Engineer in response to such questions will be resolved by the issuance of addenda delivered to all parties listed on the planholders list. Questions received less than 3 business days prior to the date of opening bids shall be considered nonresponsive and therefore not addressed. Only questions that have been resolved by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

Bid Protests: Contractor shall follow the bid protest procedures outlined in Bid and Contract Documents book for any and all claims against the City in connection with the bid process for this project.

The City reserves the right to reject any or all bids, to waive any informality in bids received, or to award the contract to the lowest responsible bidder complying with these instructions as may serve the best interest of the City of Reedley. The City reserves the right to award the contract to other than the lowest bidder if it appears that the best interests of the City of Reedley will be served thereby.

BY THE ORDER OF THE CITY COUNCIL OF THE
CITY OF REEDLEY

	<u>Fresno Bee</u>	<u>Fresno Business Journal</u>
Advertisement Dates:	June 4, 2013	June 5, 2013
	June 18, 203	June 18, 2013

BID FORM

BID TO THE CITY OF REEDLEY

CONTRACT NO. 2012-5880

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: **AREA CODE ()** _____

FAX NO: **AREA CODE ()** _____

EMAIL: _____

CONTRACTOR LICENSE NO. _____

The work for which this bid is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated May 2006, the Standard Specifications, dated May 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are dated **May 28, 2013** and are entitled:

**CITY OF REEDLEY
PROJECT SPECIAL PROVISIONS
MANNING AVENUE BRIDGE REPLACEMENT
FEDERAL-AID PROJECT No. BHLS-5216(028)**

The project plans for the work to be done were approved **February 25, 2013** and are entitled:

**CITY OF REEDLEY
DEPARTMENT OF PUBLIC WORKS
KINGS RIVER BRIDGEON MANNING AVENUE BRIDGE REPLACEMENT
FEDERAL-AID PROJECT No. BHLS-5216(028)**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items (Schedule A, B & C).

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 percentage-wise the unit price or item total in the CITY OF REEDLEY '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 REEDLEY, and that discretion will be exercised in the manner deemed by the CITY OF REEDLEY to best protect the public interest in the prompt and economical completion of the work. The decision of the CITY OF REEDLEY 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 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the CITY OF REEDLEY, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the CITY OF REEDLEY that the contract has been awarded, the CITY OF REEDLEY 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 the security accompanying this bid shall operate and the same shall be the property of the CITY OF REEDLEY.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals 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 REEDLEY, 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 prices, to wit:

BID SCHEDULE
(Engineer's Estimate)
Manning Avenue Bridge Replacement
CONTRACT NO. 2012-5880

Item Description	Quantity	Units	Unit Cost	Cost
SCHEDULE A - HBP Participating Bridge Work				
1	FURNISH FIELD OFFICE	LS	LS	
2	TEMPORARY FENCE (TYPE ESA)	LF	4459	
3	STORM WATER POLLUTION CONTROL	LS	LS	
4	BIRD PROTECTION AND EXCLUSION	LS	LS	
5	BAT PROTECTION AND EXCLUSION	LS	LS	
6	ALTERNATIVE STORMWATER BOX	EA	2	
7	CONSTRUCTION AREA SIGNS	LS	LS	
8	TRAFFIC CONTROL SYSTEM	LS	LS	
9	TYPE III BARRICADE	EA	12	
10	TEMPORARY PAVEMENT MARKING (PAINT)	SQFT	228	
11	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	10081	
12	CHANNELIZER (SURFACE MOUNTED)	EA	157	
13	TEMPORARY PAVEMENT MARKER	EA	33	
14	TEMPORARY RAILING (TYPE K)	LF	5560	
15	TEMPORARY CRASH CUSHION MODULE	EA	126	
16	TEMPORARY TRAFFIC SCREEN	LF	1200	
17	CONTRACTOR SUPPLIED BIOLOGIST (LS)	LS	LS	
18	REMOVE FENCE	LF	1301	

Item Description	Quantity	Units	Unit Cost	Cost
SCHEDULE A - HBP Participating Bridge Work				
19	REMOVE METAL BEAM GUARD RAILING	LF	1030	
20	REMOVE TRAFFIC STRIPE	LF	5392	
21	REMOVE PAVEMENT MARKING	SQFT	30	
22	REMOVE ROADSIDE SIGN	EA	6	
23	REMOVE CURB	LF	2802	
24	REMOVE OVERSIDE DRAIN	EA	2	
25	REMOVE CULVERT	LF	205	
26	REMOVE INLET	EA	5	
27	REMOVE HOT MIX ASPHALT SURFACING	SQFT	2975	
28	SALVAGE SIGN STRUCTURE	EA	1	
29	RELOCATE ROADSIDE SIGN	EA	19	
30	REMOVE CONCRETE SIDEWALK	LF	901	
31	REMOVE RAISED ISLAND	CY	472	
32	BRIDGE REMOVAL, LOCATION A	LS	LS	
33	BRIDGE REMOVAL, LOCATION B	LS	LS	
34	REMOVE EXISTING PILES (PIERS)	LS	LS	
35	REMOVE EXISTING PILES (ABUTMENT)	LS	LS	
36	CLEARING AND GRUBBING	LS	LS	
37	ROADWAY EXCAVATION (F)	CY	15671	
38	STRUCTURE EXCAVATION (BRIDGE) (F)	CY	1400	
39	STRUCTURE EXCAVATION (TYPE D) (F)	CY	190	

Item Description	Quantity	Units	Unit Cost	Cost
SCHEDULE A - HBP Participating Bridge Work				
40	STRUCTURE BACKFILL (BRIDGE) (F)	CY	550	
41	IMPORTED BORROW	CY	5800	
42	RESTORATION PLANTING AND IRRIGATION SYSTEM	LS	LS	
43	EROSION CONTROL (HYDROSEED)	SQFT	162091	
44	CLASS 2 AGGREGATE BASE (F)	CY	10380	
45	TEMPORARY AGGREGATE BASE	CY	743	
46	HOT MIX ASPHALT (TYPE B) (F)	TON	6840	
47	TEMPORARY HOT MIX ASPHALT	TON	405	
48	PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	159	
49	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	1304	
50	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	7	
51	TACK COAT	TON	7	
52	24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	780	
53	108" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	570	
54	FURNISH PILING (CLASS 200)	LF	1514	
55	DRIVE PILE (CLASS 200)	EA	24	
56	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	LS	
57	STRUCTURAL CONCRETE, BRIDGE FOOTING (F)	CY	198	
58	STRUCTURAL CONCRETE, BRIDGE (F)	CY	3845	
59	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE EQ) (F)	CY	57	
60	MINOR CONCRETE (MINOR STRUCTURE) (F)	CY	36	

Item Description	Quantity	Units	Unit Cost	Cost
SCHEDULE A - HBP Participating Bridge Work				
61	PRECAST CONCRETE BAT HABITAT	EA	8	
62	JOINT SEAL ASSEMBLY (MR 4")	LF	180	
63	BAR REINFORCING STEEL (BRIDGE) (F)	LB	1019000	
64	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	72	
65	ROADSIDE SIGN - ONE POST	EA	2	
66	ROADSIDE SIGN - TWO POST	EA	4	
67	10" PLASTIC PIPE	LF	33	
68	12" REINFORCED CONCRETE PIPE	LF	223	
69	18" REINFORCED CONCRETE PIPE	LF	1521	
70	24" REINFORCED CONCRETE PIPE	LF	634	
71	12" CONCRETE FLARED END SECTION	EA	1	
72	24" CONCRETE FLARED END SECTION	EA	2	
73	MANHOLE	EA	6	
74	ROCK SLOPE PROTECTION (FACING, METHOD B)	CY	170	
75	ROCK SLOPE PROTECTION FABRIC	SQYD	504	
76	MINOR CONCRETE (CURB)	CY	196	
77	MINOR CONCRETE (ISLAND PAVING)	CY	95	
78	MINOR CONCRETE (DRIVEWAY)	CY	46	
79	MINOR CONCRETE (SIDEWALK)	CY	282	
80	MINOR CONCRETE (MEDIAN PAVING) (F)	CY	68	
81	MISCELLANEOUS IRON AND STEEL (F)	LB	5381	

Item Description		Quantity	Units	Unit Cost	Cost
SCHEDULE A - HBP Participating Bridge Work					
82	BRIDGE DECK DRAINAGE SYSTEM (F)	LB	17850		
83	CHAIN LINK FENCE (TYPE CL-6)	LF	1258		
84	CHAIN LINK GATE	EA	2		
85	OBJECT MARKER	EA	30		
86	TRANSITION RAILING (TYPE WB)	EA	1		
87	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	1		
88	ALTERNATIVE CRASH CUSHION	EA	1		
89	DECORATIVE PEDESTRIAN RAILING (F)	LF	977		
90	CONCRETE BARRIER (TYPE 80 MOD) (F)	LF	1024		
91	THERMOPLASTIC TRAFFIC STRIPE	LF	15477		
92	THERMOPLASTIC PAVEMENT MARKING	SQFT	364		
93	PAVEMENT MARKER (RETROREFLECTIVE)	EA	103		
94	STREET LIGHTING	LS	LS		
95	LIGHTING (BRIDGE)	LS	LS		
96	MOBILIZATION	LS	LS		
Subtotal for Schedule A =					

Total sum for Schedule A (Items 1 through 96) written in words _____

Item Description		Quantity	Units	Unit Cost	Cost
SCHEDULE B - HBP Participating Utility Relocation Work					
97	RELOCATE SEWER	LS	LS		
98	RELOCATE HYDRANT	EA	2		
99	RELOCATE WATERLINE	LS	LS		
100	ADJUST MANHOLE TO GRADE	EA	4		
101	ADJUST WATER VALVE COVER	EA	7		
Subtotal for Schedule B =					

Total sum for Schedule B (Items 97 through 101) written in words _____

Item Description		Quantity	Units	Unit Cost	Cost
SCHEDULE C – Non-Participating Work					
102	TEMPORARY FENCE (TYPE ESA)	LF	832		
103	STORM WATER POLLUTION CONTROL	LS	LS		
104	TRAFFIC CONTROL SYSTEM	LS	LS		
105	REMOVE FENCE	LF	472		
106	REMOVE PAVEMENT MARKING	SQFT	174		
107	REMOVE CURB	LF	637		
108	RELOCATE ROADSIDE SIGN	EA	1		
109	ADJUST MANHOLE TO GRADE	EA	1		
110	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	1322		
111	REMOVE CONCRETE SIDEWALK	LF	577		

Item Description		Quantity	Units	Unit Cost	Cost
SCHEDULE C – Non-Participating Work					
112	ROADWAY EXCAVATION (F)	CY	1531		
113	STREETSCAPE PLANTING AND IRRIGATION SYSTEM	LS	LS		
114	EROSION CONTROL (HYDROSEED)	SQFT	4407		
115	CLASS 2 AGGREGATE BASE (F)	CY	1132		
116	HOT MIX ASPHALT (TYPE B) (F)	TON	846		
117	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	50		
118	TACK COAT	TON	1		
119	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	5		
120	ROADSIDE SIGN - ONE POST	EA	1		
121	MINOR CONCRETE (CURB)	CY	57		
122	MINOR CONCRETE (SIDEWALK)	CY	111		
123	CHAIN LINK FENCE (TYPE CL-6)	LF	470		
124	THERMOPLASTIC TRAFFIC STRIPE	LF	3602		
125	THERMOPLASTIC PAVEMENT MARKING	SQFT	504		
126	PAVEMENT MARKER (RETROREFLECTIVE)	EA	21		
127	STREET LIGHTING	LS	LS		
128	TRAFFIC SIGNAL PLAN (MANNING AVENUE/I STREET)	LS	LS		
129	MOBILIZATION	LS	LS		
Subtotal for Schedule C =					

Total sum for Schedule C (Items 102 through 129) written in words _____

SCHEDULES TOTAL	
Total for Schedules A, B & C=	

Total sum for Schedules Total (Items 1 through 129) written in words _____

(F) – Final Pay Quantity

The Bid Prices set forth herein shall include any and all applicable taxes.

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

BIDDERS MUST BID ALL BID ITEMS FOR SCHEDULES A, B AND C INCLUDING THE SUM TOTALS. BIDS WITH **UNIT COST** AND **COST** COLUMNS NOT FULLY FILLED IN WILL BE RE CONSIDERED INCOMPLETE AND NON-RESPONSIVE.

THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO AWARD A SINGLE CONTRACT FOR ALL SCHEDULES, OR TO WAIVE ANY INFORMALITY OF THE BIDS RECEIVED. THE LOWEST BIDDER SHALL BE DETERMINED BY THE TOTAL SUM FOR SCHEDULE A PLUS SCHEDULE B PLUS SCHEDULE C.

AWARD OF THE CONTRACT SHALL BE MADE TO THE LOWEST, QUALIFIED BIDDER WHO'S BID CONFORMS TO THE REQUIREMENTS SPECIFIED IN THESE CONTRACT DOCUMENTS.

ABBREVIATIONS USED IN BID SCHEDULE

CF - Cubic Foot	SF - Square Foot	VF – Vertical Foot	LB - Pound
CY - Cubic Yard	SY - Square Yard	LF - Linear Foot	
EA - Each	TN – Ton	LS - Lump Sum	

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose.

BIDDER'S STATEMENT
WORKER'S COMPENSATION INSURANCE

In conformance with current requirements of Section 1861 of the Labor Code of the State of California, the undersigned Bidder confirms the following as its certification:

1. "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work."
2. "Contractor represents that he has secured the payment of Worker's compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provision of said Code. Contractor shall supply the Owner with certificates of insurance, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten-day notice of cancellation. If Contractor self-insure should be provided the Owner."

AUTHORITY TO SIGN

- A. The undersigned has the legal authority to bind Bidder to a contract for the execution of the Work.

BIDDER IDENTIFICATION

Legal name of Bidder: _____

- B. Type of firm: ___ sole proprietor ___ partnership ___ corporation

Other: _____

If corporation, incorporated in the State of: _____

- C. California Contractor's License:

Number	2.	Classification	3.	Expiration Date

D. Bidder's Business Address: _____

E. Business Telephone: _____

Business Fax Number: _____

F. Email Address: _____

LIST OF SUBCONTRACTORS

- A. The Bidder is to list below the name and location of place of business of each subcontractor who will perform work or labor or render service to Contractor in or about the construction of the Work in an amount in excess of 0.5 percent of Bidder's TOTAL BID, and the portion of the Work which will be done by each subcontractor.
- B. The undersigned Bidder understands that circumvention by Bidder of the requirement to list subcontractors by the device of listing one subcontractor who will in turn sublet portions constituting the majority of the Work is a violation of the Subletting and Subcontracting Fair Practices Act (Division 2, Part 1, Chapter 4, of the California Public Contract Code) and shall subject Bidder to the penalties set forth in said Act (Section 4110 and 4111 of said Code).

1. Subcontractor: _____

Business Address: _____

Telephone No.: _____ Fax No.: _____

Contractor's License No.: _____

Trade / Item of work: _____

2. Subcontractor: _____

Business Address: _____

Telephone No.: _____ Fax No.: _____

Contractor's License No.: _____

Trade / Item of work: _____

3. Subcontractor: _____

Business Address: _____

Telephone No.: _____ Fax No.: _____

Contractor's License No.: _____

Trade / Item of work: _____

LIST OF SUBCONTRACTORS

Continued

4. Subcontractor: _____

Business Address: _____

Telephone No.: _____ Fax No.: _____

Contractor's License No.: _____

Trade / Item of work: _____

5. Subcontractor: _____

Business Address: _____

Telephone No.: _____ Fax No.: _____

Contractor's License No.: _____

Trade / Item of work: _____

6. Subcontractor: _____

Business Address: _____

Telephone No.: _____ Fax No.: _____

Contractor's License No.: _____

Trade / Item of work: _____

Use additional sheets if needed

**INFORMATION REQUIRED OF BIDDER
GENERAL INFORMATION**

Bidder shall furnish the following information. Additional sheets may be attached if necessary.

Address: _____

Type of Firm: Individual ___ Partnership ___ Corporation ___

Telephone _____

Contractor's License: State _____ License No. _____ Exp. Date _____

Names and titles of all members of the firm:

_____	_____
_____	_____
_____	_____
_____	_____

Number of years as a contractor in construction work of this type: _____

“All bidders shall submit at least two letters of recommendation of other similar evidence that the bidder has satisfactorily completed or participated in work or projects similar to that required by these specifications, to the satisfaction of the entity for which the work was done. In the event the bidder has not participated in work or projects of a similar nature to that called for by these specifications, the bidder shall submit two letters of recommendation or other similar evidence of satisfactory performance of projects of any nature for other entities.”

Contract Project Amount Type	Date Completed	Owners Name/ Address	Project Manager
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Person who inspected site of the proposed work for your firm:

Name: _____ Date of Inspection: _____

NOTE: If requested by the City, the bidder shall furnish an audited financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of his current financial condition.

All representations are made under penalty of perjury.

Signed: _____ Title/Date: _____

Signed: _____ Title/Date: _____

CITY OF REEDLEY

Request for Interpretation of Contract Documents

Date: _____ **Time:** _____

Company: _____

Contact Person: _____

Address: _____

Telephone: _____ **Fax:** _____

Plan Sheet: _____

Specification Section: _____

INTERPRETATION REQUESTED:

REPLY:

City Engineer

All requests and replies will be published on the City's web site at: www.reedley.com in addition to being faxed to plan holders.

City of Reedley Bidders List

All prospective bidders are required to provide the following information for all DBE and non-DBE subcontractors, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. The City of Reedley will use this information to maintain and update a "Bidders" List to assist in the overall annual goal DBE goal setting process. *To the extent permitted by law, all information submitted will be held in strict confidence and will not be shared without your consent.*

Firm Name:

Phone: _____ Fax: _____

Address: _____

Contact Person: _____

No. of years in business: _____

Is the firm currently certified as a DBE under 49 CFR Part 26? Yes No

Type of work/services/materials provided by firm: _____

What was the firm's Gross Annual receipts for last year? (Check one)

_____ Less than \$1 Million

_____ Less than \$5 Million

_____ Less than \$10 Million

_____ Less than \$15 Million

_____ More than \$15 Million

Please copy as needed.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, 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 filing 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

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 check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid 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.

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.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

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

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

**TO THE CITY OF REEDLEY
DEPARTMENT OF PUBLIC WORKS.**

In conformance 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 AND SUSPENSION CERTIFICATION

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 Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or bid, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or bid that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

- a. initial
- b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

 Prime

 Subawardee

Tier _____, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ actual planned

13. Type of Payment (check all that apply)

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify _____

12. Form of Payment (check all that apply):

- a. cash
- b. in-kind; specify: nature _____
value _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Accompanying this Bid is _____

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "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 co-partnership, 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 conformance with an act providing for the registration of Contractors,

License No. _____ 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 have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)

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 and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

**CITY OF REEDLEY
DEPARTMENT OF PUBLIC WORKS**

BIDDER'S BOND

We, _____
_____ as Principal, and

_____ as Surety are bound unto the City/County of _____, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

(Copy here the exact description of work, including location as it appears on the bid)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (Insert date of bid opening)

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 him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

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

Dated: _____, 20____.

Principal

Surety
By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

On this _____ day of _____ in the year 20 ____ before me
_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL) _____
Notary Public

INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS
DBE INFORMATION - GOOD FAITH EFFORTS

The City of Reedley established a Disadvantaged Business Enterprise (DBE) goal of 7.52 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

PUBLIC IMPROVEMENT AGREEMENT

THIS AGREEMENT made at the City of Reedley, by and between _____, HEREINAFTER CALLED the Contractor and the CITY OF REEDLEY, hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

SECTION A

The Contractor agrees to furnish all labor and materials, including tools, implements, and appurtenances required, and to perform all work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, Subcontractors, artisans, machinists, teamsters, draymen, and laborers, required for: **FEDERAL-AID PROJECT No. BHLS-5216(028), MANNING AVENUE BRIDGE REPLACEMENT** in the City of Reedley, including all appurtenances thereto, in strict compliance with the Bid and Contract Documents and the Special Provisions dated [May 28, 2013](#).

SECTION B

The Contractor and the Owner agree that the Bid and Contract Documents, as completed by the Contractor, the Prevailing Wage Rate Determination as determined by the State Director of Industrial Relations, or Federal Wage Rate Determination as determined by the Secretary of Labor, whichever is higher, the Standard Specifications dated May 2006, of the State of California, Department of Transportation, and any supplementary specifications referenced therein, the Standard Plans, the Special Provisions including the General Provisions, the Plans and Drawings, and the Standard Specifications, together with this Agreement, form the contract, and they are as fully a part of this contract as if herein repeated. No part of said Specifications which is in conflict with any portion of this agreement shall be considered as any part of this agreement, but shall be utterly null and void.

SECTION C

The Owner agrees to pay the Contractor in current funds for the Performance of the contract,

_____ (\$ _____), it being understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal, and upon completion of the project the final contract price shall be revised, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached.

SECTION D

If the Contractor shall be adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his Subcontractors should persistently or repeatedly refuse or should fail, except in cases of materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the City Engineer of the City of Reedley, hereinafter referred to as Engineer, then the Owner may upon certificate of the Engineer when sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety of its intention to terminate the contract, and unless within five (5) days after service of such notice, such violations shall cease and

satisfactory arrangement for correction thereof be made, the contract shall, upon the expiration of said five (5) days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owner 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 his surety will be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner, 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 therefore.

In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administration services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, and damage incurred through the Contractor's default, shall be certified by the Engineer.

SECTION E

With respect to any work required to be done under this contract, the Contractor shall indemnify and hold harmless the Owner (City of Reedley), the State of California, the United States of America, and all other participating public agencies whether or not said agencies are named herein who have jurisdiction within the areas under which the work is to be performed and all officers, officials, volunteers and employees of the Owner, the State of California, the United States of America and said other participating agencies against any and all claims, demands, causes of action, damages, (including damages to the Owner's property or property of any participating agencies) costs, or liabilities (including costs, or liabilities of the Owner, or the participating agencies with respect to its employees) in law or in equity of every kind and nature whatsoever, directly or proximately resulting from or caused by the performance of the contract whether such performance by the Contractor, his Subcontractor, or anyone directly or indirectly employed by him; and the Contractor shall, at his sole risk and expense, defend any and all suits, actions, or other legal proceedings, which may be brought or instituted by third persons against the Owner, their participating agencies, their officers and employees on any such claim, demand, or cause of action and the Contractor shall pay and satisfy any judgment or decree which may be rendered against the Owner, their participating agencies, their officers and employees and any such suit, action, or other legal proceedings.

The Contractor shall furnish the Owner with a Certificate of Insurance, indicating insurance coverage with respect to the liability assumed by the Contractor under the provisions of this article, and shall further indicate insurance coverage with minimum limits as shown in the project specifications.

The Certificate of Insurance shall further provide that a minimum thirty (30) days notice of cancellation or reduction in coverage shall be given the Owner.

An Additional Insured Endorsement to the Contractor's Liability Insurance policy naming the City of Reedley, its officers, officials, employees and volunteers, and other participating public agencies (if applicable) and all officers and employees of the above shall also be furnished.

SECTION F

Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with the insurance data and certificates as set forth in the specifications. The Certificates of Insurance evidence that Worker's Compensation Insurance is in effect as well as employer's liability insurance with limits of \$1,000,000 per accident and providing that the Owner will receive thirty (30) days notice of cancellation. If the Contractor self-insures Worker's Compensation, Certificate of Consent to Self-insure shall be provided the Owner.

SECTION G

Contractor shall forthwith furnish in triplicate a faithful performance bond in an amount equal to One-Hundred (100%) percent of the contract price and a payment (labor and materials) bond in an amount equal to One-Hundred (100%) percent of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

The payment bond shall include a provision that if the Contractor or his Subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract or (b) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of the employees of the Contractor and Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

SECTION H

Should either party to the contract bring an arbitration or mediation proceeding or other action to enforce any provisions of the contract, including an action pursuant to Public Contract Code Section 20104.4, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs in connection therewith. The term "prevail" as used in this section shall include any action at law, in equity, or pursuant to arbitration in which either party has been successful.

SECTION I

Time is of the essence. The improvement and work contemplated in the performance of this contract is predicated on suitable weather conditions as determined by the City Engineer. In the event the City Engineer determines that suitable conditions are not experienced during the contract period (after the notice to proceed) it is agreed that the contract may be delayed by weather and will be credited additional days as provided in the specifications, but no additional monetary compensation. Any such delay shall be documented and processed on the standard change order form.

IN WITNESS WHERE OF, they have executed this agreement the _____ day of
, 2012.

CONTRACTOR,

**OWNER,
CITY OF REEDLEY**

BY: _____

BY: _____

NICOLE R. ZIEBA
CITY MANAGER

(Print Name Below Signature Line)

RECOMMEND FOR APPROVAL

BY: _____

NOE MARTINEZ, P.E.
CITY ENGINEER

CITY OF REEDLEY
DEPARTMENT OF PUBLIC WORKS

SAMPLE PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The City of Reedley, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

Replacement of the Kings River Bridge on Manning Avenue with a new 4-lane facility including roadway approach improvements, utility relocation and upgrades, bridge lighting, meandering sidewalks and AC overlay.

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

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

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City of Reedley

On this _____ day of _____ in the year 20 ____ before me _____, personally appeared

_____, personally known to me (or proved to me *Attorney-in-fact*

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

Notary Public

CITY OF REEDLEY
DEPARTMENT OF PUBLIC WORKS

SAMPLE PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the City of Reedley , acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the “Contractor”, a contract for the work described as follows:

Replacement of the Kings River Bridge on Manning Avenue with new a 4-lane facility including roadway approach improvements, utility relocation and upgrades, bridge lighting, meandering sidewalks and AC overlay.

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the City of Reedley in the sum of \$ _____ dollars (\$ _____), to be paid to said City its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, 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 the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the City of Reedley, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20____.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

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

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City of Reedley

On this _____ day of _____ in the year 20 ____ before me _____, a notary public in and for the City of Reedley personally appeared _____, known to me to be the person whose name is subscribed to this

Attorney-in-fact

instrument and known to me to be the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL) Notary Public

BID PROTEST PROCEDURE

The lack of prompt procedure to resolve disputes regarding the bidding process would impair the Owner's ability to carry out its purpose of contracting this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in these Contract Documents, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the Owner for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. Any Bid protest must be submitted in writing to the City before 5:00 p.m. on the fifth (5th) working day following Bid opening.
2. The Bid protest must contain a complete statement of the basis for the protest, and all supporting documentation. A non-refundable fee of One Thousand Dollars (\$1,000) made payable to the "City of Reedley" shall accompany the protest documents and will be used by the Owner to recover costs in evaluating the bid protest. A bid protest submitted without the requisite fee will be considered incomplete and will not be considered by the Owner.
3. The party filing the protest must have actually submitted a Bid for the work. A subcontractor of a party submitting a Bid for the work may not submit a Bid protest.
4. A party may not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.
5. The protest must refer to the specific portion of the Contract Documents which forms the basis for the protest.
6. The protest must include the name, address and telephone number of the person representing the protesting party.
7. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other Bidders, and the Bid protest must contain proof of service of the Bid protest on the other Bidders.
8. The protested Bidder shall have up to five (5) working days after the filing of a Bid protest to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with the deliver to the Owner.
9. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.
10. The Owner will evaluate all proper Bid protests before the award of the contract to the lowest responsive and responsible Bidder.