CITY OF REEDLEY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

BID AND CONTRACT DOCUMENTS

FOR

SAFE ROUTES TO SCHOOL
GENERAL GRANT MIDDLE SCHOOL WALKING/BIKING PATH (PHASE-1)
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.

Reedley Contract No. 2010-4450.5224
Caltrans SR2S Project No. SR2SL-5216(040)
Bid Opening Date: October 19, 2010

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
O2 1 1 1 5 5 9
AC FLS SS
DATE 9-21-10

REGISTERED PROFESSIONAL ENGINEER
MOE MARTINEZ
C68423
Exp. 9-30-2011
CIVIL
STATE OF CALIFORNIA

9/20/10

Safe Routes to School
General Grant Middle School Walking/Biking Path (Phase-1)

City of Reedley
Department of Public Works
Bid and Contract Documents
Annexed to Reedley Contract No. 2010-4450.5224

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ALL APPLICABLE DOCUMENTS TO THE BID PACKAGE SUBMITTAL MUST BE COMPLETED AND ACCOMPANY THE BID PROPOSAL.

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NOTICE TO CONTRACTORS

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 **Safe Routes to School, General Grant Middle School Walking/Biking Path (Phase-1), Caltrans Project No. SR2SL-5216(040)** 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. 214. Copies may also be examined at the following Builders Exchanges:

- Central California Builders Exchange
- McGraw-Hill Construction
- Tulare-Kings Builders Exchange

Copies may be obtained at the City of Reedley for a charge of twenty-five dollar ($25.00) per set, nonrefundable. In addition, there will be an eight dollar ($5.00) mailing and handling charge for any sets mailed. Prospective bidders must be on the plan holders list in order to submit a bid proposal and to receive any addendums issued by the City of Reedley.

Description of Work: The work includes, in general, clearing, grubbing, grading and the construction of a six-foot (6') wide asphalt concrete pathway and miscellaneous concrete improvements.

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 7.9 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., Tuesday, October 19, 2010, 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 – Safe Routes to School, General Grant Middle School Walking/Biking Path (Phase-1)"** 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.

All questions regarding interpretation or clarification of bid specifications must be directed in writing to the City Engineer. All interpretations, clarifications or changes will be made in writing by the City Engineer at 1733 Ninth Street, Reedley, CA, 93654, and provided to all prospective bidders. The City will not be responsible for any oral interpretations to bidders.

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

Advertisement Dates: October 7, 2010

BIDDER'S CHECKLIST

SAFE ROUTES TO SCHOOL
GENERAL GRANT MIDDLE SCHOOL WALKING/BIKING PATH (PHASE-1)
CALTRANS PROJECT No. SR2SL-5216(040)
REEDLEY CONTRACT No. 2010-4450.5224

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

1. **BID FORM** pages 3 through 6a
2. **BIDDER'S STATEMENT** page 7
3. **LIST OF SUBCONTRACTORS** pages 8 through 9
4. **INFORMATION REQUIRED OF BIDDER** page 10
5. **CITY OF REEDLEY BIDDERS LIST** page 12
6. **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION** page 13
7. **PUBLIC CONTRACT CODE** pages 14 through 15
8. **NON-COLLUSION AFFIDAVIT** page 16
9. **DEBARTMENT AND SUSPENSION CERTIFICATION** page 17
10. **PRIME CONTRACTOR SIGNATURE PAGE** page 21
11. **BIDDERS BOND** page 22 with bid deposit in the form as specified in the contract documents
12. **ADDENDA** - Signature page(s) of all Addenda issued, Addenda No. ____ to _____. (Enter numbers)

(DO NOT DETACH)
BID FORM

BID TO THE CITY OF REEDLEY

CONTRACT NO. 2010-4450.5224

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 September 2010 and are entitled:

CITY OF REEDLEY
PROJECT SPECIAL PROVISIONS
SAFE ROUTES TO SCHOOL
GENERAL GRANT MIDDLE SCHOOL WALKING/BIKING PATH (PHASE-1)
CALTRANS PROJECT No. SR2SL-5216(040)
CONTRACT No. 2010-4450.5224

The project plans for the work to be done were approved September 2010 and are entitled:

CITY OF REEDLEY
DEPARTMENT OF PUBLIC WORKS
SAFE ROUTES TO SCHOOL
GENERAL GRANT MIDDLE SCHOOL WALKING/BIKING PATH (PHASE-1)
CALTRANS PROJECT No. SR2SL-5216(040)
REEDLEY PROJECT No. 2010-4450.5224

Name of Bidder _____

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 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:

Name of Bidder _____

BID SCHEDULE

SAFE ROUTES TO SCHOOL
GENERAL GRANT MIDDLE SCHOOL WALKING/BIKING PATH
(PHASE-1)
CALTRANS PROJECT No. SR2SL-5216(040)
REEDLEY CONTRACT No. 2010-4450.5224

No.	Description	Quantity/Units	Unit Price	Total Amount
1.	Mobilization Maximum (4% max.)	LS	--	
2.	Insurance & Bonds	LS	--	
3.	Clear and Grub	LS	--	
4.	Concrete Removal and Disposal	3 CY		
5.	Earthwork & Grading (F)	226 CY		
6.	Asphalt Concrete, Type-B (F)	114 TN		
7.	Aggregate Base, Recycled Class II (F)	282 TN		
8.	Concrete Wheel Chair Ramp, ST-4B	LS	--	
9.	Concrete Handicap Ramp & Misc, Detail-D	LS	--	
10.	Steel Pipe Tubing Handrail	LS	--	
11.	Steel Guard Post, ST-21A	3 EA		
			Total	

(F) – Final Pay Quantity

The total sum of Bid Items 1 through 11 is

_____ Dollars

and _____ Cents. (in words)

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.

THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR TO WAIVE ANY INFORMALITY OF THE BIDS RECEIVED OR TO AWARD THE CONTRACT TO THE LOWEST RESPONSIBLE BIDDER. THE OWNER ALSO RESERVES THE RIGHT TO AWARD THE CONTRACT TO OTHER THAN THE LOWEST BIDDER AS MAY BEST SERVE THE INTEREST OF THE OWNER.

ABBREVIATIONS USED IN BID SCHEDULE:

CY - Cubic Yard 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

A. 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:

1. 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.: _____ D.B.E. YES NO

Trade / Item of work: _____

---

2. Subcontractor: _____

Business Address: _____

Telephone No.: _____ Fax No.: _____

Contractor's License No.: _____ D.B.E. YES NO

Trade / Item of work: _____

---

3. Subcontractor: _____

Business Address: _____

Telephone No.: _____ Fax No.: _____

Contractor's License No.: _____ D.B.E. YES NO

Trade / Item of work: _____

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 of 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 Amount	Project 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
Fax No. 559-637-2139

Request for Interpretation of Contract Documents

Date: _____ **Time:** _____

Company: _____

Contact Person: _____

Address: _____

Telephone: _____ **Fax:** _____

Plan Sheet: _____

Specification Section: _____

INTERPRETATION REQUESTED:

_____
_____
_____
_____
_____
_____
_____
_____
_____

REPLY:

_____
_____
_____
_____
_____
_____
_____
_____
_____

_____
City Engineer

All request's and replies will be published on the City's web site at: WWW.REEDLEY.CA.GOV 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 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

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.

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

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: **SAFE ROUTES TO SCHOOL, GENERAL GRANT MIDDLE SCHOOL WALKING/BIKING PATH (PHASE-1), CALTRANS PROJECT NO. SR2SL-5216(040)** in the City of Reedley, including all appurtenances thereto, in strict compliance with the Bid ad Contract Documents and the Special Provisions dated September 2010.

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 Contract 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 _____ , 2010.

CONTRACTOR,

BY: _____

CITY OF REEDLEY,

BY: _____
ROCKY D. ROGERS
CITY MANAGER

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:

Construction of a six-foot (6') wide asphalt concrete pathway along the east and south side of General Grant Middle School between North Avenue and Sunset Avenue.

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:

Construction of a six-foot (6') wide asphalt concrete pathway along the east and south side of General Grant Middle School between North Avenue and Sunset Avenue.

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
(Attorney-in-fact)
be the person whose name is subscribed to this 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

FEDERAL/STATE MINIMUM WAGE RATES

To download a copy of the Davis-Bacon (federal/state) wage rates applicable to this contract at the time the special provisions were released for bid they are available on the City of Reedley Web site at,

http://www.reedley.ca.gov/publicworks/construction.htm

or the State Web site at,

http://www.dot.ca.gov/davisbacon

A ten (10) calendar day wage check prior to the bid opening date must be conducted and the updated wage rates used should the published determination change.

A hard copy of the Davis-Bacon (federal/state) wage rates applicable to the contract must be included in the "Bid Proposal Submittals" by the contractors.

CITY OF REEDLEY
DEPARTMENT OF PUBLIC WORKS

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.