



STATE OF CALIFORNIA

**CITY OF PLACERVILLE**  
**ENGINEERING DEPARTMENT**

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**NOTICE TO BIDDERS, CONTRACT, AND PROPOSAL**

BOOK 1 OF 2

**FOR CONSTRUCTION OF**

**MEASURE L PROJECT**

**BROADWAY MAINTENANCE CIP# 42003**

**SEPTEMBER 2023**

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For use in Connection with California Department of Transportation, Standard Specifications Dated **2018** and Revised Standard Specifications current as of September 1<sup>st</sup>, 2019, Caltrans Standard Plans Dated **2018**, City of Placerville Standard Plans, State of California Labor Surcharge and Equipment Rental Rates, and Director of Industrial Relations General Prevailing Wage Rates.

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**Bids Open:** 2:15 PM  
October 17, 2023

**Location:** City Hall  
Engineering Department  
3101 Center Street,  
3<sup>rd</sup> Floor  
Placerville, CA 95667



**CITY OF PLACERVILLE  
BROADWAY MAINTENANCE CIP #42003**

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CITY OF PLACERVILLE, CALIFORNIA  
ENGINEERING DEPARTMENT

**SECTION 00020  
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN by the City of Placerville, State of California, that sealed bids for work in accordance with the Project Plans (Plans) and Contract Documents designated:

**BROADWAY MAINTENANCE CIP# 42003**

Will be received at the 3rd floor front counter at City Hall, 3101 Center Street, Placerville, California 95667, until October 17<sup>th</sup>, 2023 at 2:15 PM, at which time bids will be publicly opened and read aloud at the same address. No bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding one hundred and twenty (120) calendar days. Bids shall be executed in accordance with the instructions given and forms provided in the bound Contract Documents furnished by the City of Placerville, Engineering Department. All bids must be clearly marked on the envelope:

**BID PROPOSAL FOR BROADWAY MAINTENANCE PROJECT - CIP NO. 42003**

**COST ESTIMATE (FOR BONDING PURPOSES):** For bonding purposes, the anticipated project cost is less than \$4,000,000.

**PRE-BID CONFERENCE:** A mandatory pre-bid conference will be held in the parking lot at 1263 Broadway in Placerville, CA 95667. The conference will be held on Tuesday, October 3<sup>rd</sup>, 2023 at 10 A.M. The project engineer will be available to answer bidder questions. All questions and answers will be documented and posted to [www.publicpurchase.com](http://www.publicpurchase.com) following the meeting.

**LOCATION/DESCRIPTION OF THE WORK:** This project is located in the City of Placerville, El Dorado County along Broadway from the intersection at Main Street eastward to approximately Schnell School Road. The work to be done is shown on the Plans, and generally consists of, but is not limited to:

- Construction of curb, gutter, sidewalk, storm drain, sewer and water improvements in select locations, and roadway digouts, cold planing and resurfacing.
- The contractor shall be Class "A" licensed.
- Project will require traffic control for equipment access and construction of the project by the Contractor and Subcontractor.
- Coordination and compliance is also required by the Contractor with various regulatory agencies including the City of Placerville, County of El Dorado, and State Regional Water Quality Control Board.

**COMPLETION OF WORK:** All work shall be completed within 120 working days after the date of the written notice to proceed from the City. Paving operations are anticipated to occur at night from the hours of 10 pm to 8 am, Sunday through Thursday. Concrete and utility work is anticipated to

occur during normal working hours from 7 am to 5 pm, Monday through Friday. No work shall be performed by the Contractor on Friday, Saturday, or City designated holidays.

**OBTAINING OR INSPECTING CONTRACT DOCUMENTS:** The Contract Documents and Plans are electronically available through Public Purchase (<https://www.publicpurchase.com/>). on the City's website at <https://www.cityofplacerville.org/rfp-rfq-projects-out-to-bid> beginning September 19, 2023.

In order to submit a bid on this project, the digital contract documents must be downloaded for no cost through Public Purchase. This places you on the plan holders list and ensures receipt of addenda by email from publicpurchase.com. Only bidders on the plan holders list may submit a bid. **Bidders must be on the plan holders list through Public Purchase no later than October 11, 2023.** Bidder is solely responsible for printing and binding the bid documents from the digital format before submitting the bid.

This is a locally funded project; subject to local regulations, City of Placerville code and ordinances, including wage rates, civil rights, etc.

**BIDDER QUESTIONS:** All bidders' questions shall be submitted in writing to the City or via email at the contact information provided below. No oral responses to any questions concerning the content of the Plans and Contract Documents will be given. All responses will be in the form of written addenda to the Contract Documents and Plans. Inquiries or questions about alleged patent ambiguity of the plans, specifications, or estimate must be submitted as a bidder inquiry before bid opening. Bid inquiries must be received by 4:00 pm on October 5<sup>th</sup>. After this time, the City will not consider these questions as bid protests.

City of Placerville  
Engineering Department  
Attn: Melissa McConnell, Senior Civil Engineer  
3101 Center Street  
Placerville, CA 95667  
Email: [mmcconnell@cityofplacerville.org](mailto:mmcconnell@cityofplacerville.org)

**CONTRACTOR'S LICENSE:** In accordance with the Provisions of California Public Contract Code Section 3300, the City of Placerville has determined that the Contractor must possess a valid Class A General Engineering License and all other classes required by the categories and types of work included in this contract at the time of contract bid. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award of the contract to any bidder not possessing said license at the time of bid. The Contractor must possess a Class A license or a combination of Class C licenses that make up a majority of the work.

**BUSINESS LICENSE:** The Contractor must comply with all of the requirements of the City Business License Ordinance, where applicable, before beginning work and through Contract Acceptance.

**GENERAL INFORMATION:** Bids must be on unit price basis. The amount of bid for comparison purposes will be the total sum based on unit prices.

**PREVAILING WAGE RATES:** Pursuant to the Labor Code of the State of California, the Director of Industrial Relations has determined the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable to the work to be done. This rate and scale is available at the DIR website: <http://www.dir.ca.gov/DLSR/PWD> or from the City Clerk's office. The Contractor to whom the contract is awarded, and the subcontractors, must pay not less than these rates for this area to all workers employed in the execution of this contract.

**DIR REGISTRATION:** Effective March 1, 2015, all contractors and subcontractors shall be registered with DIR pursuant to Labor Code Section 1725.5 to be qualified to bid on this project or to be listed as a subcontractor for this project pursuant to Public Contract Code Section 4104. Bidders will be required to submit proof of registration for themselves and all listed subcontractors prior to award of the contract.

**BID BOND:** Each bid response shall be accompanied by the bid securities attachments provided at the end of these specifications and include cash, cashier's check, certified check, or Bidder's Bond made payable to the City of Placerville in the amount not less than ten percent (10%) of the total bid amount, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

**BONDS:** The successful bidder will be required to furnish, prior to performance of any work hereunder, a payment bond in the amount equal to one hundred percent (100%) of the contract price, and a faithful performance bond in the amount of equal to one hundred percent (100%) of the contract price. The bonds must be approved by the City. As a condition precedent to the completion of this contract, the contractor shall furnish a Warranty Bond, in a form acceptable to the City in an amount of one hundred percent (100%) of the total contract price plus change orders, to hold good for a period of one year after the completion and acceptance of the work, to protect the City against the results of defective materials, quality of work, and equipment during that time. This bond shall be delivered to the City before the final payment under this contract will be made.

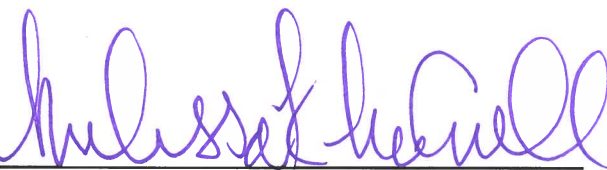
**SUBSTITUTE SECURITIES FOR RETENTION MONEYS:** In accordance with Part 5 (Section 22300), Division 2 of the Public Contract Code, a contractor may substitute securities for retention moneys withheld by a public agency to ensure performance under this contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the City of Placerville, or with a state or federally chartered bank, as the escrow agent, who shall then pay such moneys to the contractor, and upon satisfactory completion of the contract, the securities shall be returned to the contractor.

**SUBMISSION OF BIDS:** The City Clerk will receive sealed bids until 2:15 pm on the bid open date at City Hall, 3rd Floor, and 3101 Center Street, Placerville, California. Bids received after this time will not be accepted. Bid proposals shall be sealed in an envelope plainly marked, "BID PROPOSAL FOR BROADWAY MAINTENANCE PROJECT - CIP NO. 42003". Bids will only be accepted from registered plan holders. Bids not properly marked will be considered nonresponsive. The City will immediately open and publicly read the bids at the mentioned location after the specified closing time.

REJECTION AND PROTESTS OF BIDS: The City reserves the right to reject any or all bids or any parts thereof and waive any irregularities or informalities in any bid or in the bidding to the extent permitted by law and to make awards in all or part of the best interest of the City. No bidder may withdraw his bid for a period of one hundred and twenty (120) calendar days after the date set for the bid opening. Bid protests must be submitted in writing to the attention of the City Clerk before 4:00 pm of the 3rd calendar day following the bid opening.

PROJECTS NEARBY: The City's Broadway Sidewalks project is also currently out to bid and will be under construction concurrently with this Broadway Maintenance Project. The Broadway Sidewalks Project has similar project limits on Broadway, from Mosquito Road to Schnell School Road, and involves Construction of curb, gutter, sidewalk, storm drain and water improvements in select locations. The City also anticipates construction of the County's Mosquito Road Bridge Project to take place at the same time as construction of the Broadway Maintenance and Broadway Sidewalks Projects.

BID VALIDITY PERIOD: Bids shall be valid for 60 days from the date of bid opening.

By:   
Melissa McConnell, P.E., Senior Engineer  
City of Placerville

Date: 9/19/2023

**SECTION 00100  
INSTRUCTIONS TO BIDDERS**

**1.0 WORK TO BE DONE**

It is the intention of the Owner to construct improvements as shown and set forth in the Contract Documents titled: Broadway Maintenance, dated September 2023. All of the work is particularly set forth in the permits, plans and specifications, and all of said work, together with all other work incidental thereto, and is included. The work includes the furnishing of all labor, materials, taxes, incidentals and equipment necessary for completion of the project. Codes and standards, definition of words and terms, and abbreviations shall be as specified in Section 01060, REFERENCES.

**2.0 EXAMINATION OF CONTRACT DOCUMENTS**

Each Bidder shall thoroughly examine and be familiar with those Contract Documents and addenda (if any). The submission of a bid shall constitute an acknowledgment upon which the Owner may rely that the Bidder has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Bidder to receive or examine any of the Contract Documents shall in no way relieve it from any obligation with respect to its bid or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

**3.0 INSPECTION OF PROJECT SITE AND PRE-BID ACCESS TO THE SITE**

Prior to submitting a bid, it will be the sole responsibility of each bidder to conduct any additional examination, investigation, exploration, test, study or other inquiry and to obtain any additional information pertaining to the physical conditions (including surface, subsurface, and underground utilities) at or near the Project site that may affect the cost, progress, or performance of the Project, and that the bidder deems are necessary to prepare its bid for performance of the Project in accordance with the bid package and contract documents. Bidders seeking any such additional examination or other inquiries or information concerning the Project will do so at the bidder's sole expense.

Bidders seeking to conduct any additional examination or other inquiry at the Project site must request site access from the Owner in writing at least five (5) days in advance. The location of any excavation, boring or other invasive testing will be subject to approval on behalf of the Owner and any other agencies with jurisdiction over such testing. Bidders may not conduct tests at the Project site prior to obtaining Owner approval and entering into an executed Indemnity and Release Agreement with the City which will include applicable insurance.

Bidders who intend only to observe site conditions and not conduct such examinations are not required to provide an executed Indemnity and Release Agreement or insurance information. If, during the course of its site inspection, a Bidder finds conditions which appear to be in conflict with the letter or spirit of the Contract Documents, the Bidder may apply to the

Owner, in writing, for additional information and explanation at least seven (7) calendar days before the time specified for opening the bids.

Submission of a bid by the bidder shall constitute conclusive evidence that, if awarded the Contract, it has relied upon and is relying on its own examination of (1) the site of the work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the work and on its own knowledge of existing facilities on and in the vicinity of the site of the work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Contract, the plans, the specifications, and other related information made available to Bidders by the Owner.

The information provided by the Owner is not intended to be a substitute for, or a supplement to the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder.

#### **4.0 INTERPRETATION OF CONTRACT DOCUMENTS**

No oral representations or interpretations will be made to any Bidder as to the meaning of the Contract Documents. Requests for an interpretation shall be made in writing and delivered by e-mail or U.S. Mail. Bid inquiries must be received by 4:00 pm on October 5th, 2023. Direct questions to:

City of Placerville  
Engineering Department  
Attn: Melissa McConnell, Senior Civil Engineer  
3101 Center Street  
Placerville, CA 95667  
FAX: 530-642-5568  
Email: mmccconnell@cityofplacerville.org

All questions submitted via electronic telecommunication (e-mail) shall be submitted in the time set forth herein. For e-mail to be effective, it shall have a date and time receipt acknowledgment from the Owner and shall be clearly identified with the following title in the Subject line:

**"Broadway Maintenance: Bidder Questions"**

It is the Bidder's sole responsibility to ensure that the e-mail question is received by the Owner in a timely manner. Upon receipt of an e-mail question, the Owner shall provide acknowledgement of receipt within 1 business day. If the Bidder does not receive an acknowledgement of receipt of an e-mail question from the Owner within the above referenced timeframe, Bidder shall assume the e-mail transmission was not received by the Owner, and shall be responsible for resubmitting the same in a timely manner, and if necessary by an alternate allowable method of transmission allowing for confirmation of receipt (e.g., facsimile).

Requests to clarify the source of materials, equipment, suppliers or any other such matter



which does not modify, change, increase, or decrease the scope of work requires no action by the Owner other than a response to the Bidder requesting the clarification.

Requests to clarify possible ambiguous or incomplete statements or designs, or any other such clarification which modifies, changes, increases or decreases the scope of work, requires issuance of an addendum signed by the Owner and transmitted to all recipients of complete sets of Contract Documents. No other interpretation or information concerning the Contract Documents issued prior to the date specified for opening of bids will be binding.

## **6.0 POSTPONEMENT OF OPENING**

The Owner reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Notice of Invitation to Bid. Postponement notices may be faxed or emailed and will subsequently be mailed to plan holders of record in the form of addenda.

## **7.0 OPENING OF BIDS**

All bids, irrespective of any irregularities or informalities, if received on time, will be opened and publicly read aloud at the time and place set forth in the Notice Inviting Bids, provided that, if a mandatory pre-bid conference and/or walk-through is prescribed in Section 00020, NOTICE TO BIDDERS. Bidders, their representatives and other interested persons may be present at the opening and reading of bids.

Any bids received after the time for receiving and opening bids as set forth in the Notice to bidders or as postponed by addenda will not be opened. Any such bids will be returned, unopened, to the Bidder.

The public reading of each bid will include at least the following:

- A. Name and address of bidder.
- B. The total amount of bid.
- C. The nature and amount of the security furnished with the bid.
- D. Acknowledgement of addenda.

## **8.0 PREPARATION OF BID FORMS AND BIDDER'S CHECKLIST**

Bids shall be made on the separately bound blank bid forms and must be submitted at the time and place stated in the Notice to Bidders. All blanks in the bid forms must be appropriately filled in, in permanent ink or typed, and all prices must be stated in figures.

All bids must be submitted in sealed envelopes bearing on the outside the name of the Bidder, its address, and the name of the project for which the bid is submitted. It is the sole responsibility of the Bidder to see that its bid is received before the time stipulated in the Notice to Bidders. A Bid will not be accepted after the date and time designated in the Notice to Bidders. Any Bid received after said date and time designated in the Notice to Bidders will be returned to the Bidder unopened. Owner shall not be responsible for errors or omissions in the bid. Bidders shall write their names on each bid form in the space provided.

The checklist shown below has been prepared and furnished to aid Bidders in including all necessary supporting information with their bid. Bidders' submittals should include, but are not limited to, the following:

ITEM	CHECKED
1. Proposal (Section 00310)	1. _____
2. Acknowledge Addenda (Section 00310)	2. _____
3. List of Subcontractors (Section 00310)	3. _____
4. Public Contract Code Questionnaire and Statements (Section 00310)	4. _____
5. Bidder's proof of DIR Registration	5. _____
6. Non-collusion Declaration (Section 00310)	6. _____
7. Power-of-Authority for Surety's Agent to execute Bidder's Bond	7. _____
8. Authority to sign Proposal if signature if is by agent other than officer of corporation, partner, or Owner	8. _____

## **9.0 BIDDER'S SIGNATURE AND AUTHORITY**

If the bid is made by an individual; bidder's name, signature, and post office address must be shown. If the bid is made by a firm or partnership; the name and post office address of the firm or partnership, a list of the partners, and the signature of at least one of the general partners must be shown. If the bid is made by a corporation; the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the bid is made by a corporation; a certified copy of the bylaws or resolution of the Board of Directors of the corporation shall be furnished, showing the authority of the officer signing the bid, to execute Contract on behalf of the corporation. If the bid is made by a joint venture, the bid shall be signed by a representative of the sponsoring partner of the joint venture. Additionally, the bid shall include a copy of the resolution or agreement empowering the representative to execute the bid and bind the joint venture.

All signatures on the bid shall be in longhand. Signature stamps are unacceptable and shall not be used.

## **10.0 DESCRIPTION OF BID ITEMS**

Not Used

## **11.0 ERASURES AND CORRECTIONS**

The bid submitted must not contain any erasure, interlinear additions, or other corrections unless each such correction is authenticated. Authentication may be made by affixing in the margin, immediately opposite the correction, the signature of the person submitting the bid.

## **12.0 BID IRREGULARITIES**

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative bids, or any other modifications of the bid form which are not specifically called for in Section 00310 may result in rejection of the bid at the Owner's sole discretion. The Owner may treat all such bids as not being responsive to the Invitation to Bid. The Owner, at its' sole discretion may consider no oral, telephonic or email modification of any bid submitted.

## **13.0 MODIFICATION OF BID**

Upon written request, a bid already received may be modified or withdrawn at any time before the time established for receiving bids. The request must be executed by the Bidder or its authorized representative as described in Paragraph 00100-10.0, BIDDER'S SIGNATURE AND AUTHORITY. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid. Withdrawal of a bid does not prejudice a bidder's right to submit a new bid within the time designated for the submission of bids. No bid may be withdrawn after the time established for receiving bids except as provided in Paragraph 00100-15.0, WITHDRAWAL OF BIDS.

## **14.0 WITHDRAWAL OF BIDS**

In accordance with California Public Contract Code 5103, a bidder may withdraw its bid with the consent of the Owner. A Bidder desiring to withdraw its bid, after the time of opening the bids, shall give written notice to the Owner within five (5) days after opening of the Bids (excluding Saturdays, Sundays, or Owner holidays) of the alleged mistake.

The Bidder shall provide documentation in accordance with California Public Contract Code 5103. Bids cannot be changed because of mistake.

## **15.0 BID PROTEST**

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the Owner's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, 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.

Any Bid protest must be submitted in writing to the Project Owner before 4:00 p.m. on the third (3rd) calendar day following Bid opening.

- A. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation.
- B. 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. A party may not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.
- C. The protest must refer to the specific portion of the Contract Document which forms the basis for the protest.
- D. The protest must include the name, address and telephone number of the person representing the protesting party.
- E. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- F. The Owner will give the protested Bidder five (5) working days after the receipt of the protest to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with delivery to the Owner.
- G. 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. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

- H. If the Owner determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards.

## **16.0 ADDENDA**

Addenda issued during the time of bidding shall become a part of the documents furnished bidders for the preparation of bids, shall be covered in the bids, and shall be made a part of the Contract. Each bid shall include specific acknowledgment in the space provided of receipt of all Addenda issued during the bidding period. Failure to so acknowledge may result in the bid being rejected as not responsive. Failure of any bidder to receive such Addenda shall not be grounds for non-compliance with the terms of the instructions.

Addenda will be issued such that they should be received by each recipient of a complete set of Contract Documents no later than three (3) working days prior to the specified bid date. Addenda withdrawing the request for bids or postponing the bid deadline may be issued any time prior to the specified bid deadline.

## **17.0 BID GUARANTY**

The bid form shall be accompanied by a bid guaranty bond provided by a surety company authorized to carry on business in the State of California with a minimum "A" rating with Best's Rating Guide for payment to the Owner in the sum of at least ten percent (10%) of the total amount of the bid price, or, alternatively, by a certified or cashier's check, payable to the Owner in the sum of at least ten percent (10%) of the total amount of the bid price. The bid guaranty bond shall be provided on the form included in Section 00310 PROPOSAL, of this Project Document. The amount payable to the Owner under the bid guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the Owner as liquidated damages in case of a failure or neglect of the bidder to furnish, execute, and deliver to the Owner the required performance and payment bonds, evidences of insurance; and to enter into, execute, and deliver to the Owner the Agreement on the form provided herewith, within ten (10) calendar days after receiving written notice from the Owner that the award has been made and the Agreement is ready for execution.

The bid guarantees the three lowest Bidders will be retained until the Agreement is signed, evidence of insurance provided, and satisfactory bonds furnished or other disposition made thereof. The bid guarantees will be returned to all but the lowest three responsive bidders upon written request from the Bidder. The bid guarantees from the lowest three bids will be available for return at the time they are considered null and void per terms of the Bid Guaranty Bond.

## **18.0 QUALIFICATION OF BIDDER**

This section is not required for this project.

## **19.0 LOCAL BUSINESS LICENSE**

The Contractor shall have a local business license for the work contemplated before the Contract can be executed. All subcontractors will be required to secure the appropriate local business license before they commence work on the project.

## **20.0 WORK PERCENTAGES**

The Contractor shall perform at least fifty percent (50%) of the Contract Bid Amount. This portion of work shall encompass the performance of work by the Contractor's forces and equipment, the procurement of materials and equipment by the Contractor and field related general conditions required to support and supervise the construction effort. Subcontractors shall not be responsible for the performance of any work or procurement of materials or equipment within the above Contractor's work percentage allotment.

The value of the work subcontracted shall be determined by summing all of the percentages identified for the subcontractors listed in Section 00310. If the sum of such percentages exceeds fifty percent (50%), the Owner may treat the bid as nonresponsive and reject it on that basis.

## **21.0 SUBCONTRACTORS**

In accordance with California Public Contract Code Section 4100, et seq., "Subletting and Subcontracting Fair Practices Act," each general bid shall have listed in Section 00310, **PROPOSAL**, the name, California contractor license number, location of the place of business and the portion of work to be performed by each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or of any subcontractor licensed by the State of California who, under subcontract to the bidder, will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid.

Failure to list subcontractors may render the bid non-responsive and may be grounds for rejection of the bid. Failure to comply with the provisions of the California "Subletting and Subcontracting Fair Practices Act" shall make the Contractor subject to the sanctions as set forth in the Act.

Alternate subcontractors shall not be listed for the same work.

## **22.0 SOLE-SOURCED ITEMS AND SUBSTITUTIONS DURING BIDDING**

Bidders are advised that, in accordance with Public Contract Code Section 3400, the Owner has made a finding that particular materials, products, things or services are designated by specific brand or trade names in order to match other materials, products, things or services in use or to obtain necessary items available only from one source. By listing a sole-source vendor, Owner has only identified a particular product the supply of which will conform to the

Contract. Owner does not warrant in any respect the performance of any designated sole-source vendor. Owner shall not be responsible for, and Contractor shall not be excused for, any failure of a sole-source vendor to supply a conforming product in a timely fashion. Bidders shall refer to individual specification sections for specific requirements.

Contractors, manufacturers or suppliers of materials and equipment may offer an alternative product and request the alternatives to specified products be considered equal unless the Owner has sole-sourced a product in accordance with Public Contract Code 3400. Inclusion of such alternatives in the bid is the sole responsibility of the Contractor. Inclusion of the proposed alternative should only be considered if it is the Contractor's sole belief the offered alternative is equal in quality and performance to the specified product. After award of the Contract, such offers of alternative products will be reviewed and processed as a substitution as provided under Section 01330-11.0, **SUBSTITUTES OR "OR EQUAL" ITEMS AND PRODUCT OPTIONS**. If the material, equipment, process or article offered by the contractor is not, in the Owner's sole opinion, substantially equal or better in respect to that specified, then the contractor shall furnish that material, process or article specified or one that in the Owner's opinion is substantially equal or better in every respect.

### **23.0 BIDDERS INTERESTED IN MORE THAN ONE BID**

No person, firm, or corporation, under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation may, however, submit sub-proposals or quote prices on materials to more than one bidder.

Pursuant to Public Contract Code Section 7106, Bidders shall execute and furnish with their bids Section 00310, **NON-COLLUSION DECLARATION**. Reasonable grounds to believe that any individual, partnership, corporation, or combination is interested in more than one bid for the proposed work may cause rejection of all bids in which that individual, partnership, corporation, or combination is interested.

### **24.0 SHEETING, SHORING AND BRACING**

Pursuant to the provisions of California Labor Code Section 6707, each bid submitted shall contain, in the bid item indicated, the amount included in its bid for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the Bidder warrants that its action does not convey tort liability to the Owner, the Design Consultant, the Construction Manager, and their employees, agents, and subconsultants.

### **25.0 WAGE RATES**

Pursuant to provisions of the Labor Code Section 1770, et seq., of the State of California, the Director of the Department of Industrial Relations has ascertained the prevailing rate of per diem wages of the locality in which the Work is to be performed and applicable to the work to be done.

Bidders shall promptly notify the Owner, in writing, of any and all classifications of labor not listed in the prevailing wage determinations but necessary for the performance of the Work, before bids are submitted.

## **26.0 OFFER OF ASSIGNMENT OF ANTITRUST ACTIONS**

As provided by Section 4552, et. seq., of the California Government Code, in submitting a bid to the Owner, the Bidder offers and agrees that if the bid is accepted, it will assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the Owner pursuant to the bid. Such assignment shall be made and become effective at the time the Owner tenders final payment to the Bidder.

## **27.0 ASSIGNMENT OF CONTRACT**

Any attempted assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Contractor, is void unless such assignment has prior written approval of Owner, and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

## **28.0 REJECTION OF BIDS**

The Owner reserves the right to reject any and all bids and further reserves the right to reject any bids which are nonresponsive, incomplete, obscure, or irregular; any bids which omit a bid on any one or more items on which the bids are required; any bids in which unit prices are unbalanced in the opinion of the Owner; any bids accompanied by insufficient or irregular bid guaranty; and bids from Bidders who failed to perform properly or complete on time past City projects.

The Owner also reserves the right to waive irregularities in a bid or bidding procedure.

## **29.0 EVALUATION OF BIDS AND AWARD OF CONTRACT**

After the Proposals have been opened and read, they will be checked for accuracy and compliance with the Contract Documents. If a Contract is awarded, it will be to the lowest responsive, responsible, qualified Bidder whose bid complies with the specified requirements, as it may best serve the interests of the Owner. All bids will be compared on the basis of the Engineer's estimate of the quantities of work to be done. The selection of any or all alternates or bid schedules shall be at the sole discretion of the Owner. The Owner reserves the right to reject an unbalanced bid which is a bid having nominal prices for some bid items and enhanced prices for other bid items.

The criteria which will be used to determine the lowest responsive and responsible Bidder are as follows:

Responsive Bidder: Means a Bidder who has submitted a Bid which conforms in all material



respects to the Bidding Documents.

Responsible Bidder: Means a Bidder who has the capacity and capability in all respects to perform fully the contract requirements and who has the integrity and reliability to assure good faith performance. Among factors to be considered in determining whether the Bidder meets these standards, are:

- A. Financial, material, equipment, facility, and personnel resources and expertise necessary to meet contractual requirements;
- B. A record of integrity;
- C. A record of Successful Project Completions defined as:
  - 1. Completion of project on time and without liquidated damages.
  - 2. Completion of project without excessive defective work issues.
  - 3. Completion of project without excess claims or disputes issues;
- D. Qualified legally to contract with the OWNER, and;
- E. Has not failed to supply any necessary information in connection with the inquiry concerning responsibility.

In the evaluation of any bid, the Owner shall have the right to consider information provided by sources other than Bidder.

Within one hundred and twenty (120) days after the time of opening of the bids, the Owner will act either to accept a bid, to reject all bids or with the consent of the Bidders and their sureties to extend the time in which the Owner may act. The acceptance of a bid will be evidenced by a Notice of Award of Contract in writing, delivered in person or by mail to the Bidder whose bid is accepted. No other act of Owner will constitute acceptance of a bid. The Award of Contract shall obligate the Bidder whose bid is accepted to furnish performance and payment bonds and evidences of insurance, and to execute the Agreement in the form set forth in the Contract Documents. The Contract will require the completion of the work according to the Contract Documents.

Only one Contract will be awarded.

### **30.0 EXECUTION OF CONTRACT**

The Agreement shall be executed by the successful bidder and returned, together with the Contract bonds and evidences of insurance, within fifteen (15) calendar days after receiving written Notice of Award of the Contract. Time is of the essence in this regard. After execution by Owner, one copy of the Agreement shall be returned to Contractor.

The failure to execute the Contract Documents or to furnish the bonds or insurance required by these instructions within fifteen (15) calendar days after receiving written notice of the

Award of the Contract constitutes default. In case of default, the Owner may, at its sole discretion, award the Contract to the next lowest Bidder or may re-advertise the project for new bids. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Owner for a refund.

If a Bidder to whom an award is made fails or refuses for any reason to execute the Contract or fails to furnish any or all of the required insurance or Contract Bonds in proper form, within the time stated, it is agreed and stipulated between Owner and the Bidder to whom any award is made that damage has been and will be sustained by the Owner. It is further agreed by the Owner and any and all Bidders that it will be impractical and extremely difficult to fully ascertain and determine the actual damage that the Owner will sustain by such delay. Therefore, the Owner and all parties who submit a Bid under the Notice Inviting Bids shall be deemed to have jointly studied and attempted to estimate the damages suffered by the Owner by such delay under these circumstances and agree that the amount of the Bidder's bond or check is agreed to as the liquidated damages payable by such Bidder(s). This Bidder's bond or check will be collected and held by the Owner as the sole property of the Owner for full compensation for the damages suffered by the Owner as a result of the Bidder's failure to execute the Contract and furnish the Bonds and Insurance as required.

### **31.0 CONTRACT AND BONDS**

The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a Payment Bond equal to one hundred percent (100%) of the Contract Price, a Faithful Performance Bond equal to one hundred (100%) of the Contract Price, the **WORKERS' COMPENSATION INSURANCE CERTIFICATE** in Section 00510 and evidences of required insurance. Said insurance and bonds shall be secured from a surety company satisfactory to Owner with a minimum "A" rating with Best's Rating Guide.

The form of Agreement, as provided in Section 00510 **AGREEMENT** which the successful Bidder as Contractor will be required to execute, and the forms of bonds, which it will be required to furnish, shall be carefully examined by the Bidder. The Faithful Performance Bond is to secure the faithful performance of the Contract, and the Payment Bond is to secure payment for those to whom the Bidder may become legally indebted for labor, materials, tools, equipment, or services of every kind used or employed by the Bidder in performing the work.

### **32.0 LIST OF RECIPIENTS OF FULL SETS OF CONTRACT DOCUMENTS**

Bidders may obtain a current listing of all recipients of complete sets of Contract Documents. This list will also include all plan rooms that were sent Contract Documents. To obtain a list, call the City of Placerville Engineering Department at 530-642-5250 or email your request to [cschiestel@cityofplacerville.org](mailto:cschiestel@cityofplacerville.org).

**\*\*\*END OF SECTION\*\*\***

**SECTION 00310  
PROPOSAL TO:**

**CITY OF PLACERVILLE, COUNTY OF EL DORADO, STATE OF CALIFORNIA**

For the  
construction of

**BROADWAY MAINTENANCE PROJECT - CIP No. 42003**

**Bid Opening:** October 17, 2023 at 2:15 p.m.

**NAME OF BIDDER** .....

**BUSINESS POST OFFICE BOX** .....

**CITY, STATE, ZIP** .....

**BUSINESS STREET ADDRESS** .....

(PLEASE INCLUDE EVEN IF POST OFFICE BOX USED)

**CITY, STATE, ZIP** .....

**TELEPHONE NO. AREA CODE ( )** .....

**FAX NO. AREA CODE ( )** .....

The work for which this Proposal is submitted is for the construction in accordance with these Contract Documents (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates set forth herein), the Project Plans described below, including any addenda thereto, the Contract annexed hereto, and also in accordance with the California Department of Transportation Standard Plans and Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and in accordance with the General Prevailing Wage rates. The Project Plans and Contract Documents for the work to be done are entitled:

**BROADWAY MAINTENANCE PROJECT – CIP No. 42003**

Bids are to be submitted for the entire work, including additive alternates, if any. The amount of the bid for comparison purposes will be the total of all the base and optional bid 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 this 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 estimate quantity for the item.

In case of discrepancy between the item 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 total column for the item shall prevail and shall be divided by the estimate 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 Department's Final Estimate of Cost.

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfaction to the City of Placerville within eight days, not including Sundays and legal holidays, after the bidder has received notice from the City of Placerville that the Contract has been awarded, the City of Placerville may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the City of Placerville.

The undersigned, as Bidder, declares under penalty of perjury under the laws of the State of California that the only persons or parties interested in this Proposal, as principals, are those named herein; that this Proposal 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 Proposal is accepted, that he will contract with the City of Placerville, in the form of the copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following item prices, to wit:

**CONTRACTOR'S BID AND BID PRICE SCHEDULE**

**BROADWAY MAINTENANCE PROJECT CIP No. 42003**

<b>Item No.</b>	<b>Item Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Unit Price (In Figures)</b>		<b>Item Total (In Figures)</b>	
1	Mobilization/Demobilization	LS	LS	\$		\$	
2	Traffic Control System	LS	LS	\$		\$	
3	Water Pollution Control Plan	LS	LS	\$		\$	
4	Construction Staking	LS	LS	\$		\$	
5	Lead Compliance Plan	LS	LS	\$		\$	
6	Temporary Drainage Inlet Protection	EA	17	\$		\$	
7	Remove Base & Surfacing	CY	555	\$		\$	
8	2" AC Grind	SF	134,800	\$		\$	
9	AC Grind (Conform)	LF	535	\$		\$	
10	4" Digout	SF	19,750	\$		\$	
11	Remove Striping	LF	130	\$		\$	
12	Remove Pavement Markings	SF	150	\$		\$	
13	Adjust Utility to Grade	EA	67	\$		\$	
14	Remove Bus Shelter	LS	LS	\$		\$	
15	Hot Mix Asphalt (HMA)	TON	2,540	\$		\$	
16	Class 2 AB	CY	240	\$		\$	
17	Minor Concrete (Sidewalk)	SF	2,425	\$		\$	
18	Minor Concrete (Curb & Gutter)	LF	820	\$		\$	
19	Minor Concrete (Curb (Type B))	LF	150	\$		\$	
20	Minor Concrete (Seatwall)	LF	36	\$		\$	
21	Minor Concrete (Stairs)	CY	2	\$		\$	

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
22	Stamped Crosswalk	SF	3,330	\$	\$
23	Install Simme-Seat	EA	1	\$	\$
24	Relocate Roadside Sign	EA	2	\$	\$
25	Roadside Sign	EA	13	\$	\$
26	Traffic Stripe	LF	11,030	\$	\$
27	Pavement Marking	SF	2,850	\$	\$
28	Green Bike Lane Marking	SF	4,425	\$	\$
29	Green Bike Lane Stripe	LF	4,200	\$	\$
30	Curb Paint Green	LF	44	\$	\$
31	Detectable Warning Surface	EA	6	\$	\$
32	Cut & Cap (E)Pipe	EA	18	\$	\$
33	Abandon (E)W Pipe with Slurry	CY	2	\$	\$
34	Connect to Existing Water System	EA	9	\$	\$
35	Replace Water Service Line	EA	7	\$	\$
36	Remove and Relocate Water Meter	EA	2	\$	\$
37	6" PVC C-900 (DR-14) Water Pipe	LF	20	\$	\$
38	8" PVC C-900 (DR-14) Water Pipe	LF	460	\$	\$
39	10" PVC C-900 (DR-14) Water Pipe	LF	110	\$	\$
40	6" DIP Class 350 Water Pipe	LF	250	\$	\$
41	8" DIP Class 350 Water Pipe	LF	30	\$	\$
42	14" Steel Casing Pipe	LF	260	\$	\$
43	Water Meter and Box	EA	1	\$	\$
44	1" Water Service Line	EA	1	\$	\$
45	Fire Hydrant Assembly & Lateral	EA	1	\$	\$

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
46	Fire Hydrant Pavement Marker	EA	8	\$	\$
47	6"x6"x6" Tee	EA	1	\$	\$
48	8"x8"x6" Tee	EA	2	\$	\$
49	10"x10"x6" Tee	EA	2	\$	\$
50	10"x10"x8" Tee	EA	1	\$	\$
51	6" Gate Valve	EA	7	\$	\$
52	8" Gate Valve	EA	3	\$	\$
53	10" Gate Valve	EA	6	\$	\$
54	2" Combination Blow Off and 1" Combination Air Valve Assembly	EA	1	\$	\$
55	Testing, Disinfection, and Flushing	LS	LS	\$	\$
56	18" PVC (SDR-26) Sanitary Sewer Pipe	LF	1,440	\$	\$
57	4" Sanitary Sewer (SS) Service	EA	12	\$	\$
58	4" Sanitary Sewer Service Connection to (E)Sanitary Sewer Service	EA	3	\$	\$
59	48" SSMH	EA	4	\$	\$
60	Connect to (E)SSMH	EA	2	\$	\$
61	Remove (E)Pipe	LF	180	\$	\$
62	Remove Drainage Structure	EA	4	\$	\$
63	Clean & Flush SD Pipe	LF	178	\$	\$
64	Abandon and Fill (E)SD Pipe	CY	15	\$	\$
65	60" SDMH	EA	2	\$	\$
66	Type B Drop Inlet	EA	4	\$	\$
67	DI Marker	EA	10	\$	\$
68	Connect to (E)SDMH	EA	2	\$	\$

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)		Item Total (In Figures)	
69	12" UV Cured SD CIPP Lining	LF	280	\$		\$	
70	24" UV Cured SD CIPP Lining	LF	225	\$		\$	
71	36" UV Cured SD CIPP Lining	LF	365	\$		\$	
72	15" HDPE Storm Drain Pipe	LF	50	\$		\$	
73	18" HDPE Storm Drain Pipe	LF	60	\$		\$	
74	36" HDPE Storm Drain Pipe	LF	365	\$		\$	
75	Underdrain	LF	40	\$		\$	
76	Manhole Plug	EA	3	\$		\$	
77	Under Sidewalk Drain	EA	1	\$		\$	
78	Investigate SD Pipe	LS	LS	\$		\$	
79	Broadband Conduit	LF	3,195	\$		\$	
80	Broadband Vault (17"x30")	EA	12	\$		\$	
81	Broadband Vault (30"x48")	EA	1	\$		\$	
82	Broadband Vault (30"x60")	EA	8	\$		\$	
83	Streetlight Conduit	LF	17	\$		\$	
84	Streetlight Pole Base and Grounding	EA	1	\$		\$	

**TOTAL BASE BID AMOUNT**      \$ \_\_\_\_\_



**Total Project Bid Amount for Item No.'s 1 through 84 shall be (spell out):**

\_\_\_\_\_ **Dollars and**

\_\_\_\_\_ **Cents.**

\_\_\_\_\_  
**SIGNATURE OF BIDDER**

\_\_\_\_\_  
**PRINT NAME AND TITLE OF BIDDER**

(NOTICE: Bidder's failure to execute the questionnaires and statements contained in the Proposal as required by applicable laws and regulations, or the determinations by the City of Placerville based upon those questionnaires and statements, may prohibit award of the subject Contract to the Bidder.)

**BIDDER'S PROOF OF DIR REGISTRATION**

The Bidder agrees that its Proof of DIR Registration pursuant to Labor Code Section 1725.5 is attached hereto and made a condition of this bid.



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

**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 SECTION 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 Proposal. Signing this Proposal 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)**

In conformance with Title 23 United States Code Section 112 and Public Contract Code Section 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 bidders 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 Proposal. Signing this Proposal 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.

**BUSINESS AND PROFESSIONS CODE SECTION 7028.15 STATEMENT**

In accordance with the Business and Professions Code Section 7028.15, the Contractor hereby states, under penalty of perjury, that he/she is licensed in accordance with an act providing for the State of California registration of Contractors,

License No. \_\_\_\_\_, Classification(s) \_\_\_\_\_  
Expiration Date \_\_\_\_\_

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Section 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 Regulation (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal, 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 11 2 and Public Contract Code Section 7106 are true and correct.

Date: \_\_\_\_\_

SIGNATURE AND TITLE OF BIDDER

---

NAME OF FIRM

---

Accompanying this proposal 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 (10%) of the total of the bid.

The names of all persons interested in the forgoing proposal as principals are as follows:

**IMPORTANT NOTICE:** If the Bidder or other interested person is a corporation, state legal name of corporation and place of incorporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

**!(A copy of the afore-referenced license must be attached hereto)!**

**ADDENDA:**

RECEIPT OF COPIES OF THE FOLLOWING ADDENDA(S) IS HEREBY ACKNOWLEDGED.

ADDENDUM NO.    BIDDER'S SIGNATURE                      DATE ACKNOWLEDGED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By my signature on this proposal, 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 Proposal, 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 are true and correct.

The person or persons executing this Proposal on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise, that such person is or that such persons are appropriately authorized to act in these regards for such corporation or partnership. Such authority shall be demonstrated to the satisfaction of the City of Placerville.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney authorizing said act by the agent on behalf of his principal shall be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

The Bidder's execution on the signature portion of this Proposal shall constitute an endorsement and execution of those affidavits, declarations, and certifications which are part of this Proposal.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023

at \_\_\_\_\_ County, State of \_\_\_\_\_

SIGN HERE ○ \_\_\_\_\_

Name and Title of Bidder \_\_\_\_\_

Name of Firm \_\_\_\_\_

**\*\*\* END OF PROPOSAL \*\*\***

**CITY OF PLACERVILLE**

**BIDDER'S BOND**  
**! (this form MUST be used) !**

KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE

\_\_\_\_\_, as PRINCIPAL, and

\_\_\_\_\_ as Surety are held and firmly bound unto the City of Placerville (Obligee) in the penal sum of TEN (10) PERCENT OF THE AMOUNT OF THE TOTAL BID PRICE of the Principal above named, submitted by said Principal to the Obligee for the work, for the payment of which sum in lawful money of the United States, well and truly to be made to the Obligee, we the Principal and surety bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of

\$ \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal has submitted the above-mentioned bid to the Obligee, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Placerville, El Dorado County, California, on October 17, 2023 at 2:15 p.m. for the construction of the: **BROADWAY MAINTENANCE PROJECT - PROJECT No. 42003.**

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

In the event suit is brought upon this bond by the Obligee and judgment 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.

IN WITNESS WHEREOF, we have set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**SIGNATURES**

(SEAL)

\_\_\_\_\_  
Principal

(SEAL)

\_\_\_\_\_  
Surety

Address:

\_\_\_\_\_

(NOTE: Signature of those executing for the Surety shall be properly acknowledged and accompanied by a Certificate of acknowledgment.)

**\*\*END OF SECTION\*\***



**SECTION 00500  
NOTICE OF AWARD**

Date: \_\_\_\_\_

To: \_\_\_\_\_ (Name of Bidder)

Address: \_\_\_\_\_  
\_\_\_\_\_

Project: BROADWAY MAINTENANCE PROJECT

Project No.: 42003

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Construction and completion of construction of curb, gutter, sidewalk, storm drain, sewer and water improvements in select locations, and roadway digouts, cold planing and resurfacing, and all other work required in the Contract drawings. The contractor shall be Class "A" licensed.

**(Indicate total Work, alternates or sections of Work awarded.)**

The Contract Price of your Contract is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Two (2) copies of each of the proposed Section 00510, Agreement for Construction accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen (15) days of the date you receive this Notice of Award.

1. Deliver to City of Placerville – Engineering Department two (2) signed copies of the Agreement, as found in Section 00510, leaving the date blank.
2. Deliver with the Agreement an appropriate Certificate of Authorization.
3. Deliver with the Agreement the Contract Bonds as specified in Section 00100, INSTRUCTIONS TO BIDDERS.
4. Deliver with the Agreement a signed Certification of Drug-Free Workplace found in Section 00640.
5. Deliver with the Agreement a signed Workers' Compensation Insurance Certificate found in Section 00645.
6. Deliver with the Agreement all required original Insurance Certificates and endorsements as required in the City of Placerville Special Provisions.
7. Other conditions precedent: NONE

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten (10) calendar days after you comply with the above conditions, Owner will return to you one fully executed Agreement for your records.

CITY OF PLACERVILLE

By: \_\_\_\_\_

Its: \_\_\_\_\_

Copy to:     Owner's Representative  
                  Construction Manager  
                  City Engineer

**\*\*\*END OF SECTION\*\*\***

**SECTION 00510  
CONTRACT (AGREEMENT)**

**CITY OF PLACERVILLE  
BROADWAY MAINTENANCE PROJECT CIP No. 42003**

THIS AGREEMENT ("Agreement") approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 2023, made and concluded, in duplicate, between the CITY OF PLACERVILLE, a political subdivision of the State of California, by the Development Services Department hereinafter called "City," and \_\_\_\_\_ hereinafter called "Contractor."

WITNESSETH:

WHEREAS, City has caused the above-captioned project to be let to formal bidding process, and

WHEREAS, Contractor has duly submitted a bid response for the captioned project upon which City has awarded this contract;

NOW, THEREFORE, the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree, each with the other, as follows:

**Article 1. THE WORK**

The Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) and all work described in the City's Contract Documents entitled:

**BROADWAY MAINTENANCE PROJECT No. 42003**

The project is located in the City of Placerville in El Dorado County in the State of California. The Work to be done is shown on the Plans, described in the Special Provisions.

**Article 2. CONTRACT DOCUMENTS**

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Subcontractors Listing, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Bidder's Bond; the Contract which includes this Agreement, Workers Compensation Certificate, Performance Bond, and Payment Bond; the drawings listed and identified as the Project Plans; the Special Provisions and all Addenda incorporated in those documents before their execution, and all Contract Change Orders issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by the Department of Industrial Relations to be in effect on the date the Work is accomplished; and all the obligations of City and of Contractor which are fully set forth and described therein; all Contract Documents which are hereby specially referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents. Contractor agrees to perform all of its promises, covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein. In case of conflict between this Agreement and any other contract document, this Agreement shall take precedence.

**Article 3. COVENANTS AND CONTRACT PRICE**

The City hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the material and to do the Work according to the terms and conditions of the Contract Documents herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained. The City shall pay the Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Prices named in the Contractor's Bid and Bid Price Schedule, a copy of which is attached hereto as Exhibit "A".

**Article 4. COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed by the City, and the Work shall be fully completed within the time specified in the Notice to Proceed pursuant to the Special Provisions.

The City and the Contractor recognize that time is of the essence of the Agreement and that the City will suffer financial loss if the Work is not completed within the time specified in the Special Provisions annexed hereto, plus any extensions thereof allowed in accordance with the Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City the sum of three thousand dollars (\$3,000.00) for each calendar day the Work remains uncompleted after the time specified herein for the completion of the Work.

**Article 5. INDEMNITY**

To the fullest extent of the law, the Contractor shall defend, indemnify, and hold the City and its employees, agents, and consultants harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of City employees, or damage to property, or any economic consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the City, the Contractor, subcontractors or employee of any of these, except the active, or sole, negligence of the City, its officers and employees, where expressly prescribed by statute.

The duty to indemnify and hold harmless the City specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of the Contractor are separate, independent obligations under the Contract Documents, and the provision of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting, the insurance obligations set forth in the Contract Documents.

**Article 6. GUARANTEES**

Contractor shall repair or replace any or all work provided hereunder which is defective due to faulty materials, poor workmanship, or defective equipment at no expense to the City, ordinary wear or tear and unusual abuse or neglect excepted, during the term of the contract and for a period of one year from the date of final accept the Work.

Contractor shall be required to repair or replace any and all adjacent facilities or areas which have been damaged or displaced due to contractor work performed under this Agreement at no

expense to the City during the term of this Agreement and for a period of one year from the date of final acceptance of the Work.

The parties agree that this guarantee and the rights and obligations accruing therefrom shall be in addition to, and not by way of limitation in any manner whatsoever to, the rights, obligations, warranties or remedies otherwise provided for by law.

In the event of Contractor's failure to comply with the above mentioned conditions within ten (10) calendar days after being notified in writing by the City, Contractor hereby authorizes City to proceed to have said defects repaired and made good at Contractor's expense, and Contractor will honor and pay all costs and charges therefore upon written demand.

## **Article 7. DISPUTES RESOLUTION**

- a. **CONTINUE WORK DURING DISPUTE:** In the event of any dispute between the City and the Contractor, the Contractor will not stop Work but will prosecute the work diligently to completion in the manner directed by the City, and the dispute shall be resolved by a court of law after completion of the Work. However, all disputes must be submitted by Contractor in accordance with subsequent provisions of this section.
- b. **CITY'S REVIEW OF CLAIM:** The City shall review the facts pertinent to the claim, secure assistance from legal and other advisors, coordinate with the contract administrators, and within the time stipulated in subsection "c" herein, render a written decision on the claim. A copy of the decision shall be furnished to the Contractor by certified mail, return receipt requested, or any other method that provides evidence of receipt. The decision of the City shall be made final and conclusive except as is otherwise provided herein.
- c. **REQUIREMENTS FOR FILING A CLAIM:** For any Claim Subject to this section, the following requirements apply: The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
  1. For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any claim within 45 days of the receipt of the claim or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant. The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after the receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
  2. For claims of fifty thousand dollars (\$50,000) or more, but less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within 60 days of the receipt of the claim or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant. The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after the receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
  3. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within 15 days of the City's response or within 15 days of the City's failure to respond within the time prescribed,

respectively, and demand an informal conference to meet and confer for the settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

4. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For the purpose of these provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits a written claim pursuant to subdivision (a) until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer conference.
- d. CLAIMS EXEMPT FROM REVIEW: The procedures and remedies provided in this Article 7 do not apply to:
1. Any claims by the City.
  2. Any claims for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death.
  3. Any claim or dispute relating to stop payment requests or stop notices.
  4. Any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers.
- e. PROCEDURE TO RESOLVE CIVIL CLAIMS: The City and Contractor shall follow procedures established for all civil actions filed to resolve claims pursuant to Section 20104.4 of the Public Contract Code.
- f. PAYMENT OF UNDISPUTED PORTION OF CLAIM: Payment by City of undisputed portion of claim; interest on arbitration award or judgment.
1. City shall pay such portion of a claim which is undisputed except as otherwise provided in the Contract.
  2. In any suit filed under Section 20104.4, of the Public Contract Code, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.
- g. SUIT IN EL DORADO COUNTY ONLY: Any litigation arising out of this Contract shall be brought in El Dorado County and the Contractor hereby waives the removal provisions of California Code of Civil Procedure Section 394.

#### **Article 8. ASSIGNMENT OF ANTITRUST ACTIONS**

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract the contractor or subcontractor offers and agrees to assign the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that

were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action."

**Article 9. TERMINATION BY OWNER FOR CONVENIENCE**

The City reserves the right to terminate the Contract at any time upon determination by the City's Representative that termination of the Contract is in the best interest of the City. City shall issue the Contractor a written notice specifying that the Contract is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under the Contract except: (1) work specifically directed to be completed prior to termination, (2) work the Inspector deems necessary to secure the project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by the City, and (6) cleanup of the site.

If the Contract is terminated for the City's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of City, become its property. Contractor shall be paid an amount which reflects costs incurred for work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by City, and without profit, for all work performed to secure the project for termination.

**Article 10. TERMINATION BY OWNER FOR CAUSE**

If the Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of the City's Representative, or the Engineer, if one is appointed, or otherwise violates any provision of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and its Surety a minimum of 10 days from delivery of a written termination notice, terminate the services of the Contractor and take equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies the City may have, if the Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure the City's interest, or, if the Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon the Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract. If the Contractor or its Surety does not comply with such notice within 5 days after receiving it, or after starting to comply, fails to continue, the City may exclude it from the premises and take possession of all material and equipment, and complete the Work by City's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from compliance with the Contract Documents.

If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing

the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay to the City within 5 days after the completion, all costs in excess of the Contract price. In any event, the cost of completing the Work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City.

If the Surety assumes any part of the Work, it shall take the Contractor's place in all respect for that part and shall be paid by the City for all Work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of this Contract.

The provisions of the section shall be in addition to all other rights and remedies available to the City under law.

If after notice of termination, it is determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. The Contract shall be equitably adjusted to compensate for such termination.

**Article 11. WORKERS COMPENSATION CERTIFICATION**

Contractor warrants and represents that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that Code. Pursuant to the provisions of California Civil Code sections 1860, 1861, and prior to commencement of work, the Contractor shall sign and file with the City Project Administrator a certification in the form prescribed in section 1861.

**Article 12. WARRANTY**

The Contractor warrants to the City that materials and equipment furnished for the Work will be good quality and new, unless otherwise required or permitted under the Contract Documents, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the requirements herein. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

**WAIVER AND RELEASE UPON FINAL PAYMENT**

The undersigned has been paid in full, less retention, by the City for all labor, services, equipment and material furnished to the City on the \_\_\_\_\_ (name of Project) located at \_\_\_\_\_ and does hereby waive and release the City, its officers, agents, and employees, from all claims and liability to the Contractor arising out of, or in any way connected with, the Contract, except for the disputed contract claims specified below:

Notice of Disputed Claim Amount of Claim

\$ \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Name, Title

\_\_\_\_\_ Name of Contractor

**Article 13. RETAINAGE AND FINAL PAYMENT**

The retention from payment is set forth in Section 8 "Measurement and Payment" of the



Standard of the Special Provisions. The Contractor may elect to receive 100 percent of payments due as set forth in the Contract Documents, without retention, by depositing securities of equivalent value with the City, in accordance with, and as set forth in Section 22300 of the Public Contract Code.

Final Payment to the Contractor in accordance with the final estimate is contingent upon the Contractor furnishing the City with a signed written release of all claims against the City arising by virtue of the Contract. The Contractor, from the operation of the release, may specifically exclude disputed Contract claims in stated amounts. The release shall be in substantially the following form:

**Article 14. AUTHORIZED SIGNATURES**

The parties hereto represent that the undersigned individuals executing this Agreement on behalf of their respective parties are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

IN WITNESS WHEREOF, the said Development Services Department of the City of Placerville, State of California, has caused this Agreement to be executed by the City Council of the City of Placerville, in its behalf, and the said Contractor has signed this Agreement the day and year written below.

**CITY OF PLACERVILLE**

Dated \_\_\_\_\_  
\_\_\_\_\_ **City Manager, City of Placerville**

**CONTRACTOR**

Dated \_\_\_\_\_  
\_\_\_\_\_ **Name of Company**

By \_\_\_\_\_  
**Authorized Representative License No. Federal Employer Identification No.**

NOTE: If Contractor is a corporation, the legal name of the corporations shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if Contractor is an individual, his/her signature shall be placed above. Contractor executing this document on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise that they are appropriately authorized to act in

these regards. For such corporation or partnership, such authority shall be demonstrated to the satisfaction of City. If signature is by an agent, other than officer of a corporation or a member of a partnership, an appropriate Power of Attorney shall be on file with the City prior to signing this document.

**Mailing Address:**

**Business Address:** \_\_\_\_\_

**City, Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

ATTACHMENT: EXHIBIT "A", Contractors Bid and Bid Price Schedule

**END OF CONTRACT**

**INSERT EXHIBIT A**  
**TO THE CONTRACT AGREEMENT**  
(ATTACH CONTRACTOR'S BID AND PLAN SCHEDULE)  
**CITY OF PLACERVILLE**  
**COUNTY OF EL DORADO, STATE OF CALIFORNIA**  
**ENGINEERING DEPARTMENT**

**PAYMENT BOND**

Bond No. \_\_\_\_\_

WHEREAS, the City of Placerville, Engineering Department, hereafter referred to as "Obligee", has awarded to Contractor

\_\_\_\_\_ hereafter referred to as "Principal" a contract for the work described as follows:

**Broadway Maintenance**  
**PROJECT No.: 42003**

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof: NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to be paid to the Obligee, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is said Principal or its subcontractors shall pay any of the persons named in Civil Code Section 3181, or amounts required to be deducted, 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 from the wages of employees or 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 be 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 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	
_____	_____
ATTORNEY-IN-FACT	

NOTE: Signatures of those executing for the surety must be properly acknowledged and a Power of Attorney attached.

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California, County of \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_, before me \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to be (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 subscribed the name of the said company thereto as surety, and his own name as attorney-of-fact.

**(SEAL)**

\_\_\_\_\_  
**Notary Public**

**CITY OF PLACERVILLE  
COUNTY OF EL DORADO, STATE OF CALIFORNIA  
ENGINEERING DEPARTMENT**

**PERFORMANCE BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT, that we, the Contractor in the Contract hereto annexed, as Principal, and \_\_\_\_\_ as Surety, are firmly bound unto the City of Placerville, a Political Subdivision of the State of California, hereinafter called the "Obligee" in the sum of

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these present.

Signed, sealed and dated:

The condition of the above obligation is that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of **BROADWAY MAINTENANCE PROJECT - Project CIP No. 42003** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension or time, alteration of addition to the terms of the Contract or to the work.

In the event suit is brought upon this bond by the Obligee and judgment 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.

This guarantee shall insure the Obligee during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty of improper materials or workmanship that may be discovered during that time.

No right of action shall accrue under this bond to of for the use of any person other than the Obligee named herein.

Dated: \_\_\_\_\_, 20\_\_\_\_\_.

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL  
\_\_\_\_\_  
SURETY  
\_\_\_\_\_  
ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the surety must be properly acknowledged and a Power of Attorney attached.

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California, County of \_\_\_\_\_.

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_, before me

\_\_\_\_\_, personally appeared

\_\_\_\_\_, personally known to be (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 subscribed the name of the said company thereto as surety, and his own name as attorney-of-fact.

(SEAL)

\_\_\_\_\_  
Notary Public

**\*\*\*END OF SECTION\*\*\***

**SECTION 00550  
NOTICE TO PROCEED**

Date: \_\_\_\_\_

To: \_\_\_\_\_  
(Name of Contractor)

Address: \_\_\_\_\_  
\_\_\_\_\_

Project: Broadway Maintenance Project

Project CIP No.: 42003

You are notified that the counting of Contract Time under the above contract will commence to run on \_\_\_\_\_ .On that date, you are to start performing your obligations under the Contract Documents. In accordance with Section 00800-1.1, **Time Allowed for Completion**, the date of Substantial Completion \_\_\_\_\_ .

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program as required by California Code of Regulations, Title 8, General Industry Safety Orders and other related regulatory requirements.
2. Submit copies of applicable permits (Example: Cal OSHA Annual Trench Excavation Permit) Submit approved fire protection plan, if applicable
3. Attend Pre-Construction conference.

CITY OF PLACERVILLE

By: \_\_\_\_\_

Its: \_\_\_\_\_

Copy to Owner's Representative Construction Manager Engineer

**\*\*\*END OF SECTION\*\*\***

**SECTION 00640**

**CITY OF PLACERVILLE  
3101 CENTER STREET  
PLACERVILLE, CA 95667**

**CERTIFICATION OF DRUG-FREE WORKPLACE**

PROJECT: BROADWAY MAINTENANCE PROJECT

CONTRACT NO.: 42003

KNOW ALL PERSONS BY THESE PRESENTS: that \_\_\_\_\_

(Contractor) has reviewed and understands the Substance Abuse Policy of the City of Placerville and hereby expressly agrees, pursuant to and in furtherance of the City’s policy, to maintain a Substance Abuse Policy at the site and take such necessary acts and/or measures to maintain a Drug-Free Workplace at the site. It is further agreed that the use, manufacture, distribution, dispensing or possession of illegal drugs by the Contractor or any person under the control of the Contractor (including, but not limited to subcontractors, their employees, mechanics and suppliers entering the City’s premises) or while conducting business with the City of Placerville shall constitute a breach of contract between the City of Placerville and Contractor and shall give rise to any and all remedies available to the City of Placerville in the event of a breach of Contract, including the termination thereof.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 2023.

SEAL

Principal

\_\_\_\_\_

Signature of Principal

\_\_\_\_\_

\_\_\_\_\_

Title of Signatory

**\*\*\*END OF SECTION\*\*\***

**SECTION 00645**



CITY OF PLACERVILLE  
3101 CENTER STREET  
PLACERVILLE, CA 95667

**WORKERS' COMPENSATION INSURANCE CERTIFICATE**

PROJECT: BROADWAY MAINTENANCE PROJECT

CONTRACT NO.: 42003

In accordance with California Labor Code Section 1861, prior to commencement of work on the Contract, the Contractor shall sign and file with the Owner the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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 of this contract."

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Date (month/day/year)

**\*\*\*END OF SECTION\*\*\***

**SECTION 00800**

**SUPPLEMENTARY CONDITIONS**

**1.0 MODIFICATIONS TO THE SPECIAL PROVISIONS**

**1.1 Time Allowed for Completion**

The following milestone completions, substantial completion, and final completion contract times shall be completed within the number of consecutive working days from the date established in the Notice of Proceed for the commencement of Contract Time.

**Milestones**

**Contractual Completion Event**

**Completion Time**

**Substantial Completion – Placement of new water services tested, disinfected, accepted by City, and connected to the existing system. Old facilities abandoned or removed (per plan and specifications). New storm drain, manholes, and drain inlets installed. All new water, storm drain, and sewer facilities in use, all paving rehabilitation completed, striping completed.**

**120 Working Days from Commencement**

**Final Completion**

**30 calendar days after Substantial Completion Notification**

## 1.2 Liquidated Damages

For the period of time that any portion of the work remains unfinished after the time fixed for an interim milestone and/or Substantial Completion in Section 00800-1.1, **Time Allowed for Completion**, as modified by extensions of time granted by the Owner, it is understood and agreed by the Contractor and the Owner that the Contractor shall pay the Owner the damages listed below.

<u>Milestone</u>	<u>Dollars Per Day Liquidated Damages (Amount in Dollars)</u>
1. Substantial Completion	\$3,000

## 1.3 Weather Days

No weather days are included as part of this project.

## 1.4 Contract Administration

The following project representatives are hereby designated by the Owner:

A. Name of Owner Representative: Melissa McConnell, Senior Civil Engineer

All communications to and from the Contractor shall be routed through the Owner. Wherever the Contract Documents indicate that the Contractor shall contact or notify the Engineer, Architect, Soils Engineer, Structural Engineer, etc., the Contractor shall route such communication through the Owner except when otherwise explicitly approved by the Owner.

## 2.0 **LIABILITY AND INSURANCE**

### 2.1 Insurance

Within ten (10) days after notice of award of the Contract, the Contractor shall promptly obtain, at its own expense, all the insurance required, **LIABILITY AND INSURANCE**, and submit coverage verification for approval by the Owner prior to the Owner's execution of the Contract. The insurance shall provide the minimum coverage and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the Owner. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof. In addition, the Commercial General Liability insurance shall be maintained for a minimum of one (1) year after final completion and acceptance of the Work.

The Notice to Proceed does not relieve the Contractor of the duty to obtain such insurance as

required herein.

The Contractor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor, except Builder's Risk Insurance, has been obtained and verified by the Contractor and submitted to the Construction Manager for the Owner's review and records. Subcontractors shall furnish original certificates and required endorsements as verification of insurance coverage. The insurance liability limits specified in **LIABILITY AND INSURANCE**, shall also apply for all subcontractors listed on the Subcontractor Listing included in Section 00310, The Contractor shall designate the required insurance liability limits for all other subcontractors.

Companies writing the insurance under this article shall be licensed to do business in the State of California or be permitted to do business under the Surplus Line Law of the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A - :VII.

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner.

Contractor shall include all costs for insurance in its bids.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, the Engineer, The City of Placerville and the Construction Manager, and their officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Any failure of the Contractor to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Owner, the Engineer and the Construction Manager and their officers, officials, employees, agents or volunteers.

The Contractor shall take out, pay for, and maintain throughout the duration of this Contract and for such additional periods as more specifically required herein the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor's agents, representatives, employees, subcontractors, suppliers, vendors or materialmen, of any tier.

2.1.1 Commercial General Liability and Automobile Liability Insurance - This insurance shall protect the Contractor from claims for bodily injury, personal injury and property damage which may arise because of the nature of the work or from operations under this Contract. The Commercial General Liability Insurance shall be maintained for one (1) year after final completion and shall provide coverage on an occurrence basis. Coverage shall be at least as broad as ISO forms CG 0001 10 93 and CA 0001 12 93.

a. Additional Insureds - The Commercial General Liability and Automobile Policies of insurance shall include as additional insureds or be endorsed to contain the following provisions: the City of Placerville, the Engineer and Construction Manager, and their officers, officials,

employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor and or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City of Placerville, its officers, officials, employees, agents or volunteers; the Engineer, the Construction Manager and each of their partners, officers, officials, employees, agents and volunteers and coverage provided to such additional insured. This policy shall provide coverage to each of the said insureds with respect to said work. Said policy shall provide primary coverage to the full limit of liability stated in the declarations. If an additional insured endorsement is used, it shall provide coverage as least as broad as either ISO form CG 20 10 11 85 or the combination of CG 20 10 10 01 plus 20 37 10 01.

- b.(1) Amount of Coverage(General Contractor)- The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$1,000,000 on account of any one occurrence for bodily injury and property damage, \$1,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$5,000,000, and \$5,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident for bodily injury and property damage arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. The Commercial General Liability and Automobile Liability Coverages shall include per project aggregates in the above amounts equivalent to ISO form CG 25 03 11 85.
- b.(2) Amount of Coverage (SUBCONTRACTORS LISTED IN PROPOSAL) - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$1,000,000 on account of any one occurrence for bodily injury and property damage, \$1,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$5,000,000, and 5,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident arising out of the ownership, maintenance, or use of any owned or non-owned vehicles.
- c. Subcontractors – The bodily injury and property damage liability insurance shall not be deemed to require the Contractor to have its subcontractors named as insureds in the Contractor's policy, but the policy shall protect the Contractor from contingent liability which may arise from operations of its subcontractors.
- d. Included Coverage - The above Commercial General Liability insurance shall also include the following coverages:
  - Premises - Operations
  - Independent Contractors
  - Products - Completed Operations
  - Personal Injury - (False Arrest, Libel, Wrongful Eviction, etc.)
  - Advertising Injury

Broad Form Property Damage, Including, Completed Operations

Separation of Insureds/Cross-Liability Provision

Duty to Defend all Insureds

Deletion of any Limitation on Coverage for Bodily Injury or Property Damage Arising out of Subsidence or Soil or Earth Movement

Separate Aggregate - A provision that the annual general aggregate and the products and completed operations annual aggregate shall apply separately to each project for which Contractor provides services away from premises owned by or rented to Contractor.

XCU - (Explosion, Collapse, Underground Damage) XCU may be deleted when not applicable to operations performed by the Contractor or its subcontractors.

Blanket Contractual Liability

- e. Umbrella Policy - Contractor may use an umbrella or excess policy to meet the limits requirement of Section 2.1.1.b(1). However, any such umbrella/excess policy must be approved by the Owner and maintain a A.M. Best Rating of no less than A - :VII.
- f. Professional Liability Coverage - The Engineer shall maintain, for the entire duration of this contract, such errors and omissions insurance as shall protect it from claims based on negligent errors, or omissions, which may arise from the Engineers operations under this contract, whether such operations be by the Engineer or by its employees, subcontractors, consultants or anyone else directly or indirectly employed by any of the foregoing. The amount of this insurance shall not be less than \$1,000,000.

2.1.2 Workers' Compensation Insurance - In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. If the Contractor, in the sole discretion of the Owner, satisfies the Owner of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

The Contractor is advised of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and shall comply with such provisions and have Employers' Liability limits of \$1,000,000 per accident and per employee, and in the aggregate for injury by disease, before commencing the performance of the work of this Contract.

Before the Notice to Proceed with the Work under this Contract is issued, the Contractor shall

submit written evidence that the Contractor has obtained for the period of the Contract Workers' Compensation and Employer's Liability Insurance as required for all persons whom it employs or may employ in carrying out the work under this Contract. Such evidence of coverage shall be accompanied by an endorsement from the insurer agreeing to waive all rights of subrogation against the Owner, its officers, officials, employees, agents and volunteers, the Engineer, the Construction Manager and their agents, consultants and employees which might arise by reason of any payment under the policy. This insurance shall be in accordance with the requirements of the most current and applicable State Workers' Compensation Insurance Laws.

2.1.3 Builder's Risk Insurance - Not Required

2.1.4 Contractor's Pollution Legal Liability – Not Required

2.1.5 Proof of Coverage - Before the Notice to Proceed with the Work under this Contract is issued, the Contractor shall furnish the Owner with certificate(s) evidencing issuance of all insurance mentioned herein, copies of the policy declaration or information page(s) and additional insured endorsements. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on general liability and automobile liability endorsement forms acceptable to the Owner. The certificate(s), policy declaration or information page(s), and endorsements are to be received and approved by the Owner before work commences. Except for the waiver of subrogation rights endorsements, as required under Sections 00800-2.1.2 and 00800-2.1.3, no other endorsements are required for Workers Compensation or Builder's Risk Insurance. Such certificates of insurance shall provide that the insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner. Contractor shall also provide certificate(s) evidencing renewals of all insurance required herein, at least thirty (30) days prior to the expiration date of any such insurance.

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, the Engineer and the Construction Manager and their officers, officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

In the event of the breach of any provision of this paragraph, or in the event of any notices received which indicates any required insurance coverage will be diminished or canceled, Owner, at its option, may, notwithstanding any other provisions of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

2.1.6 Indemnification

A. Contractor shall indemnify, defend with counsel acceptable to Owner and hold harmless to the full extent permitted by law, Owner, Caltrans, the Engineer and the Construction Manager, and their officers, officials, employees, agents and volunteers, (collectively "the Indemnified Parties"), from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Work or its failure to comply with any of its obligations contained in this

Agreement, except such Liability caused by the sole negligence or willful misconduct of the Indemnified Parties. Such indemnification by the Contractor shall include, but not be limited to, the following:

1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its subcontractors, employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor, its employees, or agents;
  2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's, or Supplier's own employees, or agents engaged in the Work resulting in actions brought against the Indemnified Parties;
  3. Liability or claims arising directly or indirectly from or based on the violation of any Laws or Regulations, whether by the Contractor, its subcontractors, employees, or agents;
  4. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its subcontractors, employees, or agents in the performance of this Agreement of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specified stipulated in this Agreement.
  5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the Owner or any other parties by the Contractor, its subcontractors, employees, or agents;
  6. Liability or claims arising directly or indirectly from the willful misconduct of the Contractor, its subcontractors, employees, or agents;
  7. Liability or claims arising directly or indirectly from any breach of the obligations assumed in this Agreement by the Contractor;
  8. Liability or claims arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the Contractor, Subcontractors, Suppliers, or any of their employees or agents, and;
  9. Liability or claims arising directly, or indirectly, or consequentially out of any action, legal or equitable, brought against the Indemnified Parties, their consultants, subconsultants, and the officers, directors, employees, agents and volunteers of each or any of them, to the extent caused by the Contractor's use of any premises acquired by permits, rights of way, or easements, the Site, or any land or area contiguous hereto or its performance of the Work thereon.
  10. Liability arising directly or indirectly from exposure to hazards in violation of the California Labor Code that may be asserted by any person or entity, including, but not limited to, the Contractor, arising out of or in connection with the negligent activities of the Contractor, its agents, employees or privities pursuant to this Contract, whether or not there is concurrent negligence on the part of the Indemnified Parties.
- B. The Contractor shall reimburse the Indemnified Parties for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs of appeal) incurred by said Indemnified Parties in enforcing the provisions of this Paragraph.
- C. The indemnification obligation under this Section 00800-2.1.6 shall not be limited in any way by any limitation on the amount or type of insurance carried by Contractor or by the amount



or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- D. Pursuant to California Public Contract Code Section 9201, Owner shall timely notify Contractor of receipt of any third-party claim relating to this Agreement.
- E. The Contractor's obligations pursuant to this provision will survive the expiration or earlier termination of this Contract.
- F. In the event the Contractor enters any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, state or other governmental agency which owns or has any interest in such adjacent property. The form and content of such indemnification agreement shall be approved by the Owner and the City of Placerville prior to commencement of the work on or about such property. Contractor also shall indemnify the Owner, the City of Placerville, the Engineer and the Construction Manager, and their officers, officials, employees, agents and volunteers, as provided above.

**2.1.7 Injury or Illness Reports** - The Contractor shall furnish the Construction Manager with a copy of the Employer's Report of Injury immediately following any incident requiring the listing of said report on the OSHA Log during the prosecution of the work under this Contract. The Contractor shall also furnish the Construction Manager with a copy of the Employer's Report of injury involving any subcontractor on this project.

**2.1.8 Notification of Insurance Companies** - The Contractor shall advise all insurance companies to familiarize themselves with all of the Conditions and provisions of this Contract, and they shall waive the right of special notification of any change or modification of this Contract or of extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by the Indemnified Parties, under the terms of this Contract, and failure to so notify the aforesaid insurance companies of changes shall in no way relieve the insurance companies of their obligation under this Contract.

## **2.2 Insurance During Guarantee Period**

For all work the Contractor or its subcontractors perform during the guarantee period, worker's compensation, and commercial general liability insurance and insurance in the amounts and format required herein, shall remain in force and be maintained for one (1) year after final completion.

## **2.3 Third Party Insurance Requirements**

Contractor shall ensure that the insurance it obtains in accordance therewith complies with all requirements mandated by each permitting agency from whom permits shall be obtained for the Work and any other third parties from whom third party agreements are necessary to perform the Work (collectively, the "Third Party(ies)"). To the extent there is a conflict between the Third Party(ies)'s Insurance Requirements and those set forth by the Owner in Section 00800 - SUPPLEMENTARY GENERAL CONDITIONS, the requirement(s) providing the more protective coverage for both the Owner and the Third Party(ies) shall control and be purchased and

maintained by Contractor.

Contractor shall be responsible to determine what insurance requirements exist as a condition precedent to obtaining permit(s) for the Work, if any. Contractor shall be solely responsible for any delay(s) arising from its failure and/or its Subcontractors' failure to timely obtain all required insurance.

All required third party insurance shall be submitted to the Owner at the same time Contractor submits all other contractually required insurance, which is no later than fifteen (15) days after Notice of Award, unless otherwise agreed to in writing by the Owner prior to this deadline.

Bidders are encouraged to contact the applicable local agency(ies) prior to Bid in determining all applicable permits, and related insurance requirements, for this Project.

### **3.0 SUBSTANTIAL COMPLETION**

Substantial Completion of the Project is required by Section 00700. When the Contractor considers the entire Work, or a specific portion of the Work, substantially complete, the Contractor must certify in writing to the Owner that the Work is substantially complete and request that the Owner grant Substantial Completion. Within 5 Working Days, the Owner and the Contractor must inspect the Work to determine the status of completion. If the Owner does not consider the entire Work, or a specific portion of the Work, substantially complete, the Owner will notify the Contractor in writing, giving the Owner's reasons. If the Owner considers the entire Work, or a specific portion of the Work, substantially complete, the Owner will grant substantial completion. The counting of time for liquidated damages will cease for the entire Work, or a specific portion of the Work, on the date substantial completion is granted, but substantial completion does not bind the City to formal acceptance or relieve the Contractor of the responsibility for completing or correcting work. Unless otherwise specified in the Special Provisions, the entire Work, or a specific portion of the Work, will be considered substantially complete when all work depicted on the contract drawings and required by the Contract Documents has been performed, and the Work can be used for its intended purpose. Only minor corrective work will be allowed to be considered as punch list work. The Agency will provide a list of items to be completed or corrected (punch list) before Final Completion. The Contractor must provide the level of effort and resources necessary to complete the punch list within 30 Calendar Days. Unless otherwise agreed to by the Owner, the Owner is authorized to perform the work if the contractor fails to complete the punch list within 30 Calendar Days. Costs incurred by the City to correct defects or deficiencies, including loss of use, inspection and administrative costs, will be deducted from the final project payment via a deductive change order.

**\*\*\* END OF SECTION \*\***