



STATE OF CALIFORNIA

CITY OF PLACERVILLE
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS, CONTRACT, AND PROPOSAL

BOOK 1 OF 2

FOR CONSTRUCTION OF
SMITH FLAT ROAD STORM DRAIN AND PAVING PROJECT
CIP# 42213

MAY 2025

For use in connection with California Department of Transportation, Standard Specifications Dated **2024**, Caltrans Standard Plans Dated **2024** and Revised Standard Plans dated October 11st, 2024, El Dorado County Standard Plans, State of California Labor Surcharge and Equipment Rental Rates, and Director of Industrial Relations General Prevailing Wage Rates.

Bids Open: 3:00 PM
June 17, 2025

Location: City Hall
Engineering Department
3101 Center Street, 3rd Floor
Placerville, CA 95667C

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**CITY OF PLACERVILLE, CALIFORNIA
ENGINEERING DEPARTMENT**

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:

SMITH FLAT ROAD STORM DRAIN AND PAVING PROJECT

CIP# 42213

will be received by the City Clerk at City Hall, 3101 Center Street, Placerville, California, until Tuesday, **June 17, 2025, at 3:00 PM**, at which time bids will be publicly opened and read aloud at the same address. The City reserves the right to reject any or all bids and waive any irregularities in the bids.

LOCATION/DESCRIPTION OF THE WORK: The project is located in the City of Placerville along Smith Flat Road from Broadway to Jacquier Road. The work to be done is shown on the Plans, and generally consists of, but is not limited to:

The reconstruction of Smith Flat Road and replacement of storm drain culverts and repair of select portions of sewer facilities.

Other items or details not mentioned above, that are required by the Plans, Standard Specifications, or these Special Provisions, shall be performed, constructed or installed.

Bids are required for the entire Work described herein.

The contract time shall be 60 WORKING DAYS.

COST ESTIMATE (FOR BONDING PURPOSES): For bonding purposes, the anticipated project cost is less than \$2,100,000.

COMPLETION OF WORK: Paving operations, 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 nights, 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/>) and on the City's website at <https://www.cityofplacerville.org/rfp-rfq-projects-out-to-bid> beginning on May 20, 2025.

NON-MANDATORY PRE-BID CONFERENCE: A non-mandatory pre-bid conference will be held at the parking lot adjacent to the road at 2020 Smith Flat Road, Placerville, California 95667 at 10:00 am on June 4, 2025.

CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the Provisions of the California Public Contract Code Section 3300 and Section 10164, bidders shall be properly licensed to perform the Work from contract award through contract acceptance and shall possess a CLASS A license or equivalent combination of Classes required by the categories and type of Work included in the Contract Documents and Plans.

BIDDER QUESTIONS: All bidders' questions and communications relative to the Contract Documents shall be submitted in writing to the City via email to the contact information provided below. No verbal 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. Inquires 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 June 6, 2026. After this time, the City will not consider these questions as bid protests.

City of Placerville
Engineering Department
Attn: Melissa Savage, City Engineer
3101 Center Street
Placerville, CA 95667
Email: msavage@cityofplacerville.org

In order to submit a bid on this project, **bidders must be on the plan holders list through Public Purchase no later than June 12, 2025.** Only bidders on the plan holders list may submit a bid. Bidder is solely responsible for printing and binding the bid documents to scale from the digital format.

SUBMISSION OF BIDS: The City Clerk or designee will receive sealed bids labeled as indicated within this Notice to Bidders until 3:00 pm on the bid due date at City Hall, 3rd Floor, 3101 Center Street, Placerville, California. Bids received after this time will not be accepted. Bids will only be accepted from registered plan holders. Bids not properly marked will be considered nonresponsive.

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

REQUIRED LISTING OF PROPOSED SUBCONTRACTORS: Each Proposal shall have listed therein the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work in an amount in excess of ½ of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with section 4100 of the Public Contract Code. The Bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

QUALITY ASSURANCE: The City has established a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. You may examine the records and reports of tests the City performs if they are available at the job site. Schedule work to allow time for QAP.

NONDISCRIMINATION: This Contract is subject to State and contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990 and shall be constructed and interpreted in compliance with said provisions. The City of Placerville hereby notifies all Bidders that it will affirmatively ensure that in any Contract entered into pursuant to this advertisement, disadvantaged business enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for the award.

WAGE RATE REQUIREMENTS AND DEPARTMENT OF INDUSTRIAL RELATIONS: In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.2, 1773.6, and 1773.7, the general prevailing rate of wages in the County which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 603, San Francisco, CA 94101, Phone (415) 972-8620. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulation, as modified and effective January 27, 1997. Each Contractor must comply with the Federal wage requirements of the Davis-Bacon Act. The higher of the two rates (State and Federal) must be paid to each person working on the project.

Copies of the general prevailing rate of wages in the County in which the Work is to be done are also on file at the California Department of Transportation's principal office, and shall be made available upon request, or at the Internet address <http://www.dir.ca.gov>. The federal minimum wage rates for the project

as predetermined by the United States Secretary of Labor are **not** included in the Proposal and Contract. The contractor is responsible to check current wage rates at <http://www.wdol.gov/dba.aspx>.

Per SB 854, this project is subject to compliance monitoring and enforcement by the DIR. No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the DIR pursuant to Labor Code Sections 1771.1(a)(1), 1725.5, and 1771.1(a). No subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code 1725.5, see Labor Code 1771.1(b).


BID SECURITY: A bid security shall be provided with each bid. Bid security shall be in an amount of not less than ten percent (10%) of the total amount of the Bid and shall be cash, a certified check or cashier's check drawn for the order of the City of Placerville or a Bidder's Bond executed by a surety satisfactory to the City of Placerville on the form provided in the Proposal section of these Contract Documents (do not detach form). The Bidder to whom award is made shall provide Certificates of Insurance, and shall complete and submit the Performance Bond and Payment Bond 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. The bond forms are contained within the Contract Documents.

AWARD OF CONTRACT, REJECTION, AND PROTESTS OF BIDS: Bids will be considered for award by the Placerville City Council. The City of Placerville reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) or irregularity in a bid, or to make award to the lowest responsive, responsible Bidder and reject all other bids, as it may best serve the interest of the City. As a condition of award, the successful Bidder will be required to submit bonds and evidence of insurance prior to execution of the Agreement by the City. Failure to meet this requirement shall constitute abandonment of the Bid by the Bidder and forfeiture of the Bid Bond. Award will then be made to the next lowest responsible Bidder. Bid protests must be submitted in writing to the attention of the City Clerk within 5 business days from the date of staff recommendation.

RETAINAGE FROM PAYMENTS: The Contractor may elect to receive 100 percent of payments due under the Contract from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

BID RIGGING: The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

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

By: 
Melissa Savage, P.E., City Engineer
City of Placerville

Date: May 20, 2025

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CONTRACT (AGREEMENT)

**CITY OF PLACERVILLE
SMITH FLAT ROAD STORM DRAIN AND PAVING PROJECT
CIP #42213**

THIS AGREEMENT ("Agreement") approved by the City Council this _____ day of _____, in the year of 2025, made and concluded, in duplicate, between the CITY OF PLACERVILLE, a political subdivision of the State of California, by the Engineering Department thereof, the party of the first part hereinafter called "City," and _____ party of the second part 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) of the City's Contract Documents entitled:

**SMITH FLAT ROAD STORM DRAIN AND PAVING PROJECT
CIP #42213**

The project is located in the City of Placerville in El Dorado County. The Work to be done is shown on the Plans and as 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.

CONTRACTOR agrees to furnish all of the materials and all of the equipment and labor necessary to perform all of the Work and complete in a good and workmanlike manner, the Project as called for, and in the manner designated in, and in strict conformity with, the Contract Documents.

The Contract Documents are complementary, and what is called for in any one shall be as binding as if called for in all. Anything shown on the Project Plans and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Project Plans shall have the same effect as if shown or mentioned respectively in both. Any work shown on one Plan Sheet shall be construed to be shown in all Project Plans and the CONTRACTOR will coordinate the Work and the Project Plans.

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 in full payment for the work above agreed to be done, the sum of [WRITTEN NUMBER] [(NUMBER)] for the completion of the Work subject to additions and deductions 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, COMPLETION, AND LIQUIDATED DAMAGES

This Contract shall go into effect upon execution, contingent upon approval by the City Council. Any recommendation by City staff for contract award is not binding on City until the Contract is approved by the City Council.

The Work to be performed under this Contract shall commence within 15 calendar days from the date specified on the Notice to Proceed issued by the City. The Work shall be diligently prosecuted to completion before the expiration of 60 WORKING DAYS beginning on the fifteenth calendar day after the date shown on 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 four thousand eight hundred dollars (\$4,800.00) for each calendar day in excess of the number of working days prescribed above.

In addition, a Liquidated Damages penalty of \$500/day will be deducted from payments for each day needed to complete work for each of the stages indicated in section 10-1.02 of these Special Provisions in excess of the indicated number of days. Excess days are counted from the start of removal.

Article 5. INDEMNITY

Promptly upon execution of this Contract, CONTRACTOR specifically obligates itself and hereby agrees to protect, hold free and harmless, defend and indemnify the City, the City Contract Administrator and its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, which arise out of or are in any way connected with the CONTRACTOR's, or its Subcontractors' or suppliers', performance of work under this Contract or failure to comply with any of the obligations contained in the Contract. This indemnity shall imply no reciprocal right of CONTRACTOR in any action on the Contract

pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by CONTRACTOR shall apply to any and all acts or omissions, whether active or passive, on the part of CONTRACTOR or its agents, employees, representatives, or Subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the City. The CONTRACTOR's obligations under this section shall apply to claims arising from CONTRACTOR's mistake, error, or neglect in preparing its bid for this project. CONTRACTOR's obligations under this section shall apply to claims arising from the CONTRACTOR's mistake, error, or neglect in preparing its bid for this project.

In any and all claims against the City, the City's Contract Administrator and each of their consultants, officers, employees and agents by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Subcontractor under Workers' Compensation statutes, disability benefit statutes or other employee benefit statutes.

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 mediation or through 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. **CLAIM:** A "Claim" is a separate demand by the CONTRACTOR sent by registered or certified mail, returned receipt requested for (a) a time extension, including, without limitation, a request for relief from damages or penalties for delay assessed by the City under the Contract Documents; (b) payment by the City of money or damages arising from work done by, or on behalf of, CONTRACTOR pursuant to the Contract Documents, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or (c) an amount the payment of which is disputed by the City. A Claim includes any claim within the scope of Public Contract Code section 20104 et seq.
- c. **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.

- d. **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.
- e. **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.
- f. **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.
- g. **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.
- h. **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. INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work described in Exhibit A by the CONTRACTOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the CONTRACTOR's bid.

The City may require the CONTRACTOR or any subcontractor to furnish complete certified copies of all insurance policies affecting the coverage required by this Contract.

Prior to commencement of the work described in Exhibit A and the project plans and specifications, CONTRACTOR shall furnish City a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONTRACTOR.

The CONTRACTOR shall maintain in effect at all times during the performance of the work hereunder not less than the following coverage and limits of Commercial General and Automobile Liability insurance: The amount of insurance coverage shall not be less than \$2,000,000.00 per occurrence with an aggregate no less than two (2) times the required per occurrence limit applying to bodily injury, personal injury, and property damage, or any combination of the three. Any deductibles must be declared to and approved by the City.

The Certificate of Insurance will provide:

- A. An endorsement providing that written notice shall be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage in the policy.
- B. A provision or endorsement naming the City, its officers, employees, and agents, each as additional insured's with respect to any potential liability arising out of the performance of any work under this Contract, and providing that such insurance is primary insurance as respects the interest of the City its officers, employees, and agents and that any other insurance, risk pool membership, or other liability protection maintained by the City is excess to the insurance required herein, and will not be called upon to contribute to any loss unless and until all limits available under the CONTRACTOR's insurance policy/policies have been paid. The additional insured coverage under the CONTRACTOR's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
- C. Broad Form Property Damage, Personal Injury, Contractual Liability, Protective Liability, and Completed Operations coverages, and elimination of any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards.
- D. A provision or endorsement stating that City will not be responsible for any premiums or assessments on the policy.
- E. A provision stating that the CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

CONTRACTOR agrees that the liability insurance herein provided for shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time or times during the term of this Contract, CONTRACTOR agrees to provide City at least thirty (30) days prior notice to said expiration date, and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of City.

Before commencement of the Work, the CONTRACTOR shall submit written evidence that it has obtained for the period of this Contract, Builder's Risk "All-Risk" Completed Value Insurance and/or Inland Marine "All-Risk" Installation Floater Insurance, as may be applicable, upon the entire project which is the subject of this Contract, including completed work and work in progress. The policy or policies of insurance

shall name the CONTRACTOR, City, and City Contract Administrator as insured's as their respective interests may appear, and shall include an insurer's waiver of subrogation rights in favor of each. Such insurance may have a deductible clause, but the amount of the deductible shall be subject to the approval of the City, except that the deductible on earthquake coverage may be in accordance with the underwriter's requirements.

The requirements as to the types, limits, and the City's approval of insurance coverage to be maintained by the CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the CONTRACTOR under the Contract.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, City may, in addition to any other remedies it may have, 1) obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required by this Article, and deduct the cost of such insurance from any amounts due or which may become due the CONTRACTOR under this Contract; and 2) terminate this Contract upon occurrence of such event.

Article 13. 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.

Article 14. RETAINAGE AND FINAL PAYMENT

The retention from payment is set forth in Section 9 "Payment" 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.

Upon completion, the City will file in the Office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the CONTRACTOR. Within sixty (60) days of completion defined in Public Contract Code section 7107, the difference between said final estimate and all payments theretofore made to the CONTRACTOR shall be due and payable to the CONTRACTOR, subject to any requirements concerning the furnishings of a maintenance bond, and excepting only such sum or sums as may be withheld or deducted in accordance with the provisions of this Contract. All prior certifications upon which partial Payments may have been made, being merely estimates, shall be subject to correction in the final certificate.

Final Payment to the Contractor, less retention, in accordance with the final estimate is contingent upon the Contractor furnishing the City with all required forms for project close out and 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:

WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned has been paid in full by the City, less retention, for all labor, services, equipment, and material furnished to the City on the SMITH FLAT ROAD STORM DRAIN AND PAVING PROJECT located on Placerville Drive from the US Highway 50 westbound on-ramp/Fair Lane to Armory Drive 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 and Amount

\$ _____

Date: _____

Name, Title

Name of Contractor

Article 15. 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 Department of Engineering 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)**

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

**PAYMENT BOND
(Section 3247, Civil Code)**

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:

**SMITH FLAT ROAD STORM DRAIN AND PAVING PROJECT
CIP #42213**

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: _____, 2023.

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
(Section 3247, Civil Code)**

Bond No. _____

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 **SMITH FLAT ROAD STORM DRAIN AND PAVING PROJECT, CIP #42213**, 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 or addition to the terms of the Contract or to the work.

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

SMITH FLAT ROAD STORM DRAIN AND PAVING PROJECT CIP # 42213

Contract (Agreement)

me that he subscribed the name of the said company thereto as surety, and his own name as attorney-of-fact.

(SEAL)

Notary Public

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

PROPOSAL

(to be attached to and submitted with the bid package)

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

for the construction of

**SMITH FLAT ROAD STORM DRAIN AND PAVING PROJECT
CIP #42213**

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

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

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE () _____

FAX NO: AREA CODE () _____

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:

SMITH FLAT ROAD STORM DRAIN AND PAVING PROJECT
CIP #42213

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all the 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 estimated 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 estimated quantity for the item and the price thus obtained shall be the unit price;

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

Exhibit A
CITY OF PLACERVILLE
CONTRACTOR'S BID AND BID PRICE SCHEDULE
SMITH FLAT ROAD STORM DRAIN AND PAVING PROJECT (CIP# 42213)

F/P	Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)		Item Total (In Figures)	
	1	Mobilization	LS	1	\$		\$	
	2	Traffic Control System	LS	1	\$		\$	
	3	SWPPP	LS	1	\$		\$	
	4	Construction Staking	LS	1	\$		\$	
	5	Remove Base and Surfacing	CY	2,190	\$		\$	
	6	1.5" Cold Plane	SF	635	\$		\$	
	7	Remove Tree	EA	1	\$		\$	
	8	HMA (Roadway Reconstruction)	TON	2,083	\$		\$	
	9	HMA (Replace 4.0" AC)	TON	123	\$		\$	
	10	Class 2 AB	CY	1,026	\$		\$	
	11	Geogrid	SF	83,057	\$		\$	
	12	Concrete Valley Gutter	SF	1,320	\$		\$	
	13	Geosynthetic Fabric	SF	19,602	\$		\$	
	14	HMA Dike (Type E)	LF	305	\$		\$	
	15	RSP (Class III)	CY	35	\$		\$	
	16	HMA Overside Drain	EA	1	\$		\$	
	17	Traffic Stripe	LF	17,702	\$		\$	
	18	Pavement Markings	SF	22	\$		\$	
	19	Pavement Paint	SF	105	\$		\$	
	20	Remove & Replace 12" SD Pipe	LF	61	\$		\$	
	21	Remove & Replace 15" SD Pipe	LF	82	\$		\$	
	22	Remove & Replace 18" SD Pipe	LF	271	\$		\$	
	23	Culvert Reflector	EA	20	\$		\$	
	24	Slurry Cap	CY	22	\$		\$	
	25	Remove & Replace 10" SS Pipe	LF	197	\$		\$	
	26	Remove & Replace 4" SS Pipe	SF	16	\$		\$	
	27	Remove & Replace 10" x 4" WYE	EA	1	\$		\$	
	28	Remove & Replace Manhole Frame and Lid	EA	1	\$		\$	
	29	48" Sanitary Sewer Manhole	EA	1	\$		\$	

F/P	Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)		Item Total (In Figures)	
	30	Adjust Utility to Grade (E)SSMH	EA	11	\$		\$	

TOTAL BID AMOUNT FOR SMITH FLAT ROAD STORM DRAIN AND PAVING PROJECT:

\$ _____

Total Project Bid Amount for Item No.'s 1 through 30 shall be (spell out):

_____ **Dollars and**

_____ **Cents.**

SIGNATURE OF BIDDER

PRINT NAME OF BIDDER

PRINT 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.)

SUBCONTRACTORS LISTING

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in "Required Listing of Proposed Subcontractors" in Section 2 of the Standard Specifications.

NAME	LOCATION OF BUSINESS	LICENSE NO.	PORTION OR TYPE OF WORK

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the 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.

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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.

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

NOTE: The above Noncollusion Affidavit is part of the 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,

Lic. 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 112 and Public Contract Code Section 7106 are true and correct.

Date: _____

Signature and Title of Bidder

Name of Firm

DEBARMENT AND SUSPENSION CERTIFICATION
(TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29)

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

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

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

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

NOTE: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$ 10,000 (whichever is greater).

Photocopy this form for additional

FEDERAL PROJECT NUMBER:

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
				Age of Firm in years				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
				Age of Firm in years				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
				Age of Firm in years				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
				Age of Firm in years				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
				Age of Firm in years				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
				Age of Firm in years				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
				Age of Firm in years				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
				Age of Firm in years				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
				Age of Firm in years				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
				Age of Firm in years				

							Age of Firm in years	
--	--	--	--	--	--	--	-------------------------	--

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER:

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
NAME								< \$1 million
								< \$5 million
								< \$10 million
City, State								< \$15 million
							Age of Firm in years	
NAME								< \$1 million
								< \$5 million
								< \$10 million
City, State								< \$15 million
							Age of Firm in years	
NAME								< \$1 million
								< \$5 million
								< \$10 million
City, State								< \$15 million
							Age of Firm in years	
NAME								< \$1 million
								< \$5 million
								< \$10 million
City, State								< \$15 million
							Age of Firm in years	
NAME								< \$1 million
								< \$5 million
								< \$10 million
City, State								< \$15 million
							Age of Firm in years	
NAME								< \$1 million
								< \$5 million
								< \$10 million
City, State								< \$15 million
							Age of Firm in years	
NAME								< \$1 million
								< \$5 million
								< \$10 million
City, State								< \$15 million
							Age of Firm in years	
NAME								< \$1 million
								< \$5 million
								< \$10 million
City, State								< \$15 million
							Age of Firm in years	
NAME								< \$1 million
								< \$5 million
								< \$10 million
City, State								< \$15 million
							Age of Firm in years	
NAME								< \$1 million
								< \$5 million
								< \$10 million
City, State								< \$15 million
							Age of Firm in years	

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Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH(\$____),"CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDERS BOND," AS THE CASE MAY BE)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the 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: This Proposal is submitted with respect to the changes to the Contract included in addenda number

(s) _____

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

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 and endorsement and execution of those affidavits, declarations and certifications which are part of this Proposal.

Executed this _____ day of _____, 20____

at _____ County, State of _____

Date: _____



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 _____ for the construction of the

**SMITH FLAT ROAD STORM DRAIN AND PAVING PROJECT
CIP #42213**

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) _____

Address:

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

EXPERIENCE LIST

Provide information on your most recent similar projects:

1. Project Name: _____
Owner: _____
Contract Amount: _____
Owner Contact Person / Tel #: _____

2. Project Name: _____
Owner: _____
Contract Amount: _____
Owner Contact Person / Tel #: _____

3. Project Name: _____
Owner: _____
Contract Amount: _____
Owner Contact Person / Tel #: _____

4. Project Name: _____
Owner: _____
Contract Amount: _____
Owner Contact Person / Tel #: _____

5. Project Name: _____
Owner: _____
Contract Amount: _____
Owner Contact Person / Tel #: _____

6. Project Name: _____
Owner: _____
Contract Amount: _____
Owner Contact Person / Tel #: _____

7. Project Name: _____
Owner: _____
Contract Amount: _____
Owner Contact Person / Tel #: _____

8. Project Name: _____

Owner: _____

Contract Amount: _____

Owner Contact Person / Tel #: _____

9. Project Name: _____

Owner: _____

Contract Amount: _____

Owner Contact Person / Tel #: _____

This page was prepared by _____

Name

Date