



STATE OF CALIFORNIA

**CITY OF PLACERVILLE**

**COMMUNITY SERVICES DEPARTMENT**

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

**FOR CONSTRUCTION OF**

**HISTORIC CITY HALL INTERIOR VERTICAL SHORING  
AND EXTERIOR LATERAL WALL BRACING PROJECT  
PROJECT NO. 41902**

**MAY 2020**

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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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**Bid Closes:** 2:00 PM  
June 16<sup>th</sup>, 2020

**Location:** City of Placerville  
Community Services Department  
549 Main Street,  
Placerville, CA 95667



**CITY OF PLACERVILLE, CALIFORNIA  
COMMUNITY SERVICES 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:

**HISTORIC CITY HALL INTERIOR VERTICAL SHORING AND  
EXTERIOR LATERAL WALL BRACING PROJECT  
PROJECT NO. 41902**

will be received electronically through Quest CDN, available to be submitted until Tuesday, **June 16, 2020, at 2:00 PM.**

No bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) calendar days. Bids shall be executed in accordance with the instructions given and forms provided in the Contract Documents furnished by the City of Placerville, Community Services Department.

**HISTORIC CITY HALL INTERIOR VERTICAL SHORING AND  
EXTERIOR LATERAL WALL BRACING PROJECT  
TO BE OPENED AFTER 2:00 p.m., JUNE 16, 2020**

**LOCATION/DESCRIPTION OF THE WORK:** The project is located at Historic City Hall at 487 Main Street, Placerville, CA 95667. Project consists of constructing an interior shoring system to transfer the load of the building from its unreinforced masonry exterior west wall to the shoring, and constructing an exterior bracing system that prevents the wall from lateral movement. The bracing is intended to remain in place through a renovation process until the exterior west wall can be redesigned to handle the building's loads and forces per code. There is an active tenant in the adjoining building (489 Main Street) that uses the first floor of 487 Main Street for art gallery space. The tenant will be moved out and not be using the space through the project schedule.

The building at 487 Main Street was constructed in 1860 to serve as the City's first Fire Station. It was in continual public use until 2005, and was leased in 2016 to Arts & Culture El Dorado as an art gallery space on the first floor only. The first floor of the adjoining building at 489 Main Street is currently occupied by their offices. The expectation is that once the shoring is in place, renovations to the building can commence.

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 30 WORKING DAYS.

**COST ESIMATE (FOR BONDING PURPOSES):** For bonding purposes, the anticipated project cost is less than \$85,000.

All bidders' questions and communications relative to the Contract Documents shall be submitted in writing to the City or 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 2:00 pm on June 8, 2020. After this time, the City will not consider these questions as bid protests.

City of Placerville  
Community Services Department  
Attn: Terry Zeller, Director  
549 Main Street  
Placerville, CA 95667  
Email: [tzeller@cityofplacerville.org](mailto:tzeller@cityofplacerville.org)

**OBTAINING OR INSPECTING CONTRACT DOCUMENTS:** The Contract Documents and Plans are available on May 29th, 20120 and may be examined on the Quest CDN website at <https://www.questcdn.com/> The Contract Documents and Plans may be previewed and downloaded from <https://www.cityofplacerville.org/rfp-rfq-projects-out-to-bid>. Contact <https://www.questcdn.com/> for assistance with vendor registration and access to this digital project information.

Hard copies of the Contract Documents are available for purchase from Quest CDN for (\$45.00) FORTY-FIVE DOLLARS. In order to submit a bid on this project, you must add yourself on the plan holders list contained on Quest CDN, which ensures receipt of addenda by email. Bidder is solely responsible for printing and binding the bid documents from the digital format before submitting the bid. Bidder is also solely responsible for printing to scale of the plans if obtained in digital format.

**SUBMISSION OF BIDS:** Quest CDN will receive in electronic format until 2:00 pm on the bid due date. 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.

**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.

**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 before 4:00 pm of the 3<sup>rd</sup> calendar day following the bid due date.

**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.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Terry A. Zeller, Director of Community Services  
City of Placerville

# CONTRACT (AGREEMENT)

## CITY OF PLACERVILLE HISTORIC CITY HALL INTERIOR VERTICAL SHORING AND EXTERIOR LATERAL WALL BRACING PROJECT

### PROJECT NO. 41902

THIS AGREEMENT ("Agreement") approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 2019, made and concluded, in duplicate, between the CITY OF PLACERVILLE, a political subdivision of the State of California, by the Community Services 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:

### HISTORIC CITY HALL INTERIOR VERTICAL SHORING AND EXTERIOR LATERAL WALL BRACING PROJECT PROJECT NO. 41902

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.

### **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, COMPLETION, AND LIQUIDATED DAMAGES**

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 165 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..

### **Article 5. INDEMNITY**

To the fullest extent of the law, the Contractor shall defend, indemnify, and hold the City and its employees 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 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. **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.

#### **Article 13. 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.

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 Historic City Hall Interior Vertical Shoring and Exterior Lateral Bracing Project 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 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 Community 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 \_\_\_\_\_ t 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**

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**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  
COMMUNITY SERVICES DEPARTMENT**

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

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

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

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

**HISTORIC CITY HALL INTERIOR VERTICAL SHORING AND  
EXTERIOR LATERAL WALL BRACING PROJECT  
PROJECT NO. 41902**

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  
COMMUNITY SERVICES 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 ***Historic City Hall Interior Vertical Shoring and Exterior Lateral Bracing Project*** 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 me that he subscribed the name of the said company thereto as surety, and his own name as attorney-of-fact.

(SEAL)

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

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(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

**HISTORIC CITY HALL INTERIOR VERTICAL SHORING AND  
EXTERIOR LATERAL WALL BRACING PROJECT  
PROJECT NO. 41902**

**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:

**HISTORIC CITY HALL INTERIOR VERTICAL SHORING AND  
EXTERIOR LATERAL WALL BRACING PROJECT  
PROJECT NO. 41902**

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**

**CONTRACTOR'S BID AND BID PRICE SCHEDULE**  
**HISTORIC CITY HALL INTERIOR VERTICAL SHORING AND**  
**EXTERIOR LATERAL WALL BRACING PROJECT**  
**PROJECT NO. 41902**

**Vertical Shoring**  
**Materials**

Member Type	Member Description	Location	Qty	Unit s	Unit Cost	Total
Post Shores	(50) 4x4 timber post shores @2'-1" max height	Basement	105	LF		
	(7) DSS Heavy Duty Post Shores w/13'-0" height	Level 2	7	EA		
Sill Beams	(20) W8x10 sill beams @ 5'-0" each	Level 1	20	EA		
	(4) W8x10 sill beams @7'-0" each	Level 1	4	EA		
	(6) W8x10 sill beams @ 9'-0" each	Level 2	6	EA		
Systems Scaffold Members	(24) Screw jacks w/base plates	Level 1	24	EA		
	(24) Vertical scaffold legs @6'-6" effective length each	Level 1	24	EA		
	(44) Horizontal scaffold members @ 4'-0" effective length each	Level 1	44	EA		
	(8) Horizontal scaffold members @ 6'-0" effective length each	Level 1	8	EA		
	(22) Diagonal scaffold members @ 7'-4" effective length each	Level 1	22	EA		
	(24) Screw jacks w/ U-heads	Level 1	24	EA		
Header Beams	(17) W8x10 header beams @ 5'-0" each	Level 1	17	EA		
	(6) W8x10 header beams @ 9'-0" each	Level 1	6	EA		
	(6) W8x10 header beams @ 9'-0" each	Level 2	6	EA		
Roof Blocking	(14) 2x4 timber blocks	Roof Framing	48	EA		
<b>TOTAL</b>						

**Lateral Bracing  
Materials**

Member Type	Member Description	Location	Qty .	Unit s	Unit Cost	Total
Vertical Wall Bracing System	(14) 4x4 timber verticals @ 11'-5" each	West Ext. Wall	160	LF		
	(14) 4x4 timber verticals @ 13'-5" each	West Ext. Wall	188	EA		
	(24) 4x4 timber horizontal @ 7'-4" each	West Ext. Wall	176	EA		
	(7) 4x4 vertical timber blocks @ 1'-4" each	West Ext. Wall	10	EA		
	(7) 4x4 timber vertical blocks @ 1'-5" each	West Ext. Wall	11	EA		
Systems Scaffold Members	(14) Screw jacks w/ base plates	Grade/Scaffold	14	EA		
	(108) Horizontal scaffold members @ 8'-0" effective length each	West Ext. Wall	54	EA		
	(63) Horizontal scaffold members @ 4'-0" effective length each	West Ext. Wall	63	EA		
	(56) Vertical scaffold legs @ 6'-6" effective length each	West Ext. Wall	56	EA		
	(14) Vertical scaffold legs @ 3'-3" effective length each	West Ext. Wall	14	EA		
	(42) Diagonal scaffold members @ 7'-4" effective length each	West Ext. Wall	42	EA		
	(42) Diagonal scaffold members @ 8'-5" effective length each	West Ext. Wall	42	EA		
	(18) Diagonal scaffold members @ 8'-11" effective length each	West Ext. Wall	18	EA		
Scaffold Tie Assembly	(42) System scaffold tubes with right angle clamp	West Ext. Wall	42	EA		
	(28) 1/2" diameter A36 all-threaded rods	West Ext. Wall	28	EA		
	(14) 5/8" diameter A36 all-threaded rods	West Ext. Wall	14	EA		
	(224) Simpson A34	West Ext. Wall	112	EA		
	(14) Simpson HDU2	West Ext. Wall	14	EA		
	(56) 6"x 4" x 1/4" thick steel plate - A36	West Ext. Wall	56	EA		
	(14) 2 x 6 timber blocking	West Ext. Wall	14	EA		
					<b>TOTAL</b>	

TOTAL BID PRICE.	
------------------	--



**Total Combined Project Base Bid Amount for both Interior Vertical Shoring and Horizontal Bracing 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.

[illegible]

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## 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.

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## **PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

## **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



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**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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## **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

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

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

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

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

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

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# DISCLOSURE OF LOBBYING ACTIVITIES

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

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known _____
<b>6. Federal Department/Agency:</b>		<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____
<b>8. Federal Action Number, if known:</b>		<b>9. Award Amount, if known:</b>
<b>10. a. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)		<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)
(attach Continuation Sheet(s) if necessary)		
<b>11. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) if necessary)		
<b>15. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>16. Information requested through this form is authorized by</b> Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

**Federal Use Only:**

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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 \_\_\_\_\_, 2012  
at \_\_\_\_\_ County, State of \_\_\_\_\_  
Date: \_\_\_\_\_

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 \_\_\_\_\_ for the construction of the

**HISTORIC CITY HALL INTERIOR VERTICAL SHORING AND  
EXTERIOR LATERAL WALL BRACING PROJECT  
PROJECT NO. 41902**

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 \_\_\_\_\_ 2017.

**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.)

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## 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

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