

**STATE OF CALIFORNIA**  
**CITY OF PLACERVILLE**  
**ENGINEERING DIVISION**

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**NOTICE TO BIDDERS,  
CONTRACT AND PROPOSAL**

BOOK 1 OF 2  
PROJECT PACKAGE TO BE SUBMITTED FOR BID

**FOR CONSTRUCTION OF**  
**WESTERN PLACERVILLE INTERCHANGES PROJECT**  
**PHASE 2**

**IN THE**

**CITY OF PLACERVILLE**  
**PROJECT NO. 41828**

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For use in connection with California Department of Transportation, Standard Specifications Dated **2015**, Caltrans Revised Standard Specifications, Caltrans Standard Plans Dated **2015**, Caltrans Revised Standard Plans, City of Placerville Standard Plans, Labor Surcharge and Equipment Rental Rates, and the Director of Industrial Relations General Prevailing Wage Rates.

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**Bids Open: December 07, 2017**  
**@ 2:00 p.m.**

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

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CITY OF PLACERVILLE, CALIFORNIA  
ENGINEERING DIVISION

## 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:

**WESTERN PLACERVILLE INTERCHANGES PROJECT  
PHASE 2  
PROJECT NO. 41828**

will be received by the City Clerk at City Hall, 3101 Center Street, Placerville, California, until Tuesday, **December 07, 2017, at 2:00 PM**, at which time bids will be publicly opened and read aloud at the same address.

No bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) calendar days. Bids shall be executed in accordance with the instructions given and forms provided in the bound Contract Documents furnished by the City of Placerville, Engineering Division. The Proposal shall be attached to and submitted with the Contract Documents bid package in its entirety, inclusive of addendum receipt acknowledgement forms. All bids must be clearly marked on the envelope:

**WESTERN PLACERVILLE INTERCHANGES PROJECT  
PHASE 2  
PROJECT NO. 41828  
TO BE OPENED AT 2:00 p.m., December 07, 2017**

LOCATION/DESCRIPTION OF THE WORK: This project is located in the City of Placerville, El Dorado County along Forni Road between Ray Lawyer Drive and Placerville Drive. The work to be done is shown on the Plans, and generally consists of, but is not limited to:

Construction of an eastbound auxiliary lane between existing eastbound access at Forni Rd and an off-ramp at Ray Lawyer Drive, realignment for Forni Rd and addition of a Park and Ride facility between Forni Rd and the Ray Lawyer Dr off-ramp.

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 330 WORKING DAYS.

COST ESTIMATE (FOR BONDING PURPOSES): For bonding purposes, the anticipated project cost is less than \$8,500,000.

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 to the contact information provided below. Bid inquiries must be received by 2:00 pm on December 1, 2017. After this time, the City will not consider these questions as bid protests.

City of Placerville  
Engineering Division  
Attn: Rebecca Neves, City Engineer  
3101 Center Street  
Placerville, CA 95667  
Email: rneves@cityofplacerville.org

**OBTAINING OR INSPECTING CONTRACT DOCUMENTS:** The Contract Documents and Plans are available on November 09, 2017 may be examined at the City of Placerville Engineering Division, 3101 Center Street – 3rd Floor, Placerville, CA. The Contract Documents and Plans may be previewed and downloaded from <http://cityofplacerville.org> and clicking on the “Projects out to Bid” button or by visiting <http://www.publicpurchase.com> and searching RFP # 41828. Access [www.publicpurchase.com](http://www.publicpurchase.com) or contact support at [support@publicpurchase.com](mailto:support@publicpurchase.com) for assistance with free vendor registration and access to this digital project information.

Hard copies of the Contract Documents are also available for purchase from the City Hall address, noted above. The non-refundable purchase price of each set of Contract Documents and Plans is ONE HUNDRED FIFTY dollars (\$150.00) and includes one set of half-size plans, bid book, and project specifications. To receive Contract Documents and Plans by mail, send request and payment prior to shipping and include an additional SEVENTY dollars (\$70.00) for a total of ONE HUNDRED TWENTY dollars (\$120.00). In order to submit a bid on this project, you must add yourself on the plan holders list contained on Public Purchase, which ensures receipt of addenda by email from publicpurchase.com.

Only bidders on the plan holders list that attend the mandatory pre-bid meeting may submit a bid. 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.

**MANDATORY PRE-BID CONFERENCE:** A mandatory pre-bid conference will be held on the 3<sup>rd</sup> Floor Conference Room located at City Hall, 3101 Center Street, Placerville, California 95667. The conference will be held on Wednesday, November 29, 2017 at 10:00 am.

**SUBMISSION OF BIDS:** The City Clerk or designee will receive sealed bids labeled as indicated within this Notice to Bidders until 2:00 pm on the bid due date at City Hall, 3<sup>rd</sup> Floor, 3101 Center Street, Placerville, California. Bids received after this time will not be accepted. Bids will only be accepted from registered plan holders and those that attended the mandatory pre-bid meeting. 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, bidders shall be properly licensed to perform the Work 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.

**DBE PARTICIPATION:** The City has established there will be a disadvantaged business enterprise (DBE) contract goal of 2.91 percent. The Contractor is required to take the necessary and reasonable steps to ensure that DBEs have opportunity to participate in the Contract (49 CFR 26).

**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).

**Federal Requirement training Special Provisions:** This section applies if a number of trainees or apprentices is specified in the special provisions. As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City of Placerville:

1. Number of apprentices or trainees to be trained for each classification.
2. Training program to be used.
3. Training starting date for each classification.

Obtain the City of Placerville approval for this submitted information before you start work. The City of Placerville credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status, or in which the employee has been employed as a journeyman.
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training.

Ask the employee if the employee has successfully completed a training course leading to journeyman status, or has been employed as a journeyman. Your records must show the employee's answers to the questions. In your training program, establish the minimum length and training type for each classification. The City of Placerville and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - 1.1. Meet your equal employment opportunity responsibilities.
  - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period.
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts.

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City of Placerville reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training.
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
  - 2.1. Contribute to the cost of the training.
  - 2.2. Provide the instruction to the apprentice or trainee.
  - 2.3. Pay the apprentice's or trainee's wages during the off-site training period.
3. If you comply with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill.
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification, or until the apprentice or trainee has completed the training program.

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training.
2. Certification showing the type and length of training satisfactorily completed.

Maintain records and submit reports documenting your performance under this section.

**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) 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.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rebecca Neves, P.E., City Engineer  
City of Placerville

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# CONTRACT (AGREEMENT)

## CITY OF PLACERVILLE WESTERN PLACERVILLE INTERCHANGES PROJECT PHASE 2

PROJECT NO. 41828

THIS AGREEMENT ("Agreement") approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 2017, made and concluded, in duplicate, between the CITY OF PLACERVILLE, a political subdivision of the State of California, by the Department of Public Works 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:

## WESTERN PLACERVILLE INTERCHANGES PROJECT PHASE 2 PROJECT NO. 41828

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

### Article 2. CONTRACT DOCUMENTS

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

### Article 3. COVENANTS AND CONTRACT PRICE

The City hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the material and to do the Work according to the terms and conditions of the Contract Documents herein contained and referred to, for the prices hereinafter set forth, and hereby

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

#### **Article 4. COMMENCEMENT AND COMPLETION**

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

The City and the Contractor recognize that time is of the essence of the Agreement and that the City will suffer financial loss if the Work is not completed within the time specified in the Special Provisions annexed hereto, plus any extensions thereof allowed in accordance with the Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time.

#### **Article 5. INDEMNITY**

To the fullest extent of the law, the Contractor shall defend, indemnify, and hold the City, State and EDCTA 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, State and EDCTA 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, State and EDCTA, the Contractor, subcontractors or employee of any of these, except the active, or sole, negligence of the City, State and EDCTA, its officers and employees, where expressly prescribed by statute.

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

#### **Article 6. GUARANTEES**

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

Contractor shall be required to repair or replace any and all adjacent facilities or areas which have been damaged or displaced due to contractor work performed under this Agreement at no expense to the City during the term of this Agreement and for a period of one year from the date of final acceptance of the Work.

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

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

#### **Article 7. DISPUTES RESOLUTION**

- a. **CONTINUE WORK DURING DISPUTE:** In the event of any dispute between the City and the Contractor, the Contractor will not stop Work but will prosecute the work diligently to completion in the manner directed by the City, and the dispute shall be resolved by a court of law after completion of the Work. However, all disputes must be submitted by Contractor in accordance with subsequent provisions of this section.

- b. **CITY'S REVIEW OF CLAIM:** The City shall review the facts pertinent to the claim, secure assistance from legal and other advisors, coordinate with the contract administrators, and within the time stipulated in subsection "c" herein, render a written decision on the claim. A copy of the decision shall be furnished to the Contractor by certified mail, return receipt requested, or any other method that provides evidence of receipt. The decision of the City shall be made final and conclusive except as is otherwise provided herein.
- c. **REQUIREMENTS FOR FILING A CLAIM:** For any Claim Subject to this section, the following requirements apply: The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
1. For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any claim within 45 days of the receipt of the claim or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant. The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after the receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
  2. For claims of fifty thousand dollars (\$50,000) or more, but less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within 60 days of the receipt of the claim or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant. The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after the receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
  3. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within 15 days of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for the settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
  4. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For the purpose of these provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits a written claim pursuant to subdivision (a) until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer conference.
- d. **CLAIMS EXEMPT FROM REVIEW:** The procedures and remedies provided in this Article 7 do not apply to:
1. Any claims by the City.
  2. Any claims for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death.
  3. Any claim or dispute relating to stop payment requests or stop notices.

4. Any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers.
- e. **PROCEDURE TO RESOLVE CIVIL CLAIMS:** The City and Contractor shall follow procedures established for all civil actions filed to resolve claims pursuant to Section 20104.4 of the Public Contract Code.
- f. **PAYMENT OF UNDISPUTED PORTION OF CLAIM:** Payment by City of undisputed portion of claim; interest on arbitration award or judgment.
  1. City shall pay such portion of a claim which is undisputed except as otherwise provided in the Contract.
  2. In any suit filed under Section 20104.4, of the Public Contract Code, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.
- g. **SUIT IN EL DORADO COUNTY ONLY:** Any litigation arising out of this Contract shall be brought in El Dorado County and the Contractor hereby waives the removal provisions of California Code of Civil Procedure Section 394.

**Article 8. ASSIGNMENT OF ANTITRUST ACTIONS**

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

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action."

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

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

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

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

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

If the Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for the Contractor or for any of its property, or if

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

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

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

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

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

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

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

#### **Article 11. WORKERS COMPENSATION CERTIFICATION**

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

#### **Article 12. WARRANTY**

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

**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 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:

<b><u>WAIVER AND RELEASE UPON FINAL PAYMENT</u></b>	
The undersigned has been paid in full by the City for all labor, services, equipment, and material furnished to the City on the Western Placerville Interchanges Project – Phase 2 located at Forni Road and Ray Lawyer Drive at US Highway 50 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:	
<u>Notice of Disputed Claim and Amount</u>	
\$ _____	
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 Department of Public Works 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**

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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  
DEPARTMENT OF PUBLIC WORKS  
PAYMENT BOND  
(Section 3247, Civil Code)**

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

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

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

**WESTERN PLACERVILLE INTERCHANGES PROJECT  
PHASE 2  
PROJECT NO. 41828**

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 an 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**

Western Placerville Interchanges, Phase 2  
Project No. 41828

Contract (Agreement)  
C-11

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**CITY OF PLACERVILLE  
COUNTY OF EL DORADO, STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS**

**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 **Western Placerville Interchanges Project Phase 2, Project No. 41828** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void,; otherwise bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension or time, alteration of addition to the terms of the Contract or to the work.

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 entire Contract Documents bid package)

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

for the construction of

**WESTERN PLACERVILLE INTERCHANGES PROJECT  
PHASE 2  
PROJECT NO. 41828**

**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:

**WESTERN PLACERVILLE INTERCHANGES PROJECT  
PHASE 2  
PROJECT NO. 41828**

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:



**CITY OF PLACERVILLE**

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

**WESTERN PLACERVILLE INTERCHANGES PROJECT**

**PHASE 2**

**PROJECT NO. 41828**

ITEM No.	(F/P)	ITEM CODE	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1		050100A	Construction Staking	LS	1		
2		066595	Water Pollution Control Maintenance Sharing	LS	1		
3		066596	Additional Water Pollution Control	LS	1		
4		066916	Annual Construction General Permit Fee	LS	1		
5		070030	Lead Compliance Plan	LS	1		
6		080050	Progress Schedule (Critical Path Method)	LS	1		
7		120090	Construction Area Signs	LS	1		
8		120100	Traffic Control System	LS	1		
9		120120	Type III Barricade	EA	58		
10		120149	Temporary Pavement Marking (Paint)	SQFT	25		
11		120159	Temporary Traffic Stripe (Paint)	LF	28		
12		120199	Traffic Plastic Drum	EA	166		
13		129000	Temporary Railing (Type K)	LF	2,500		
14		129110A	Alternative Temporary Crash Cushion (Type TL-2)	EA	1		
15		130100	Job Site Management	LS	1		
16		130300A	Prepare and Implement Storm Water Pollution Prevention Plan	LS	1		
17		130310	Rain Event Action Plan	EA	55		
18		130320	Storm Water Sampling and Analysis Day	EA	30		
19		130330	Storm Water Annual Report	EA	2		

ITEM No.	(F/P)	ITEM CODE	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
20		130520	Temporary Hydraulic Mulch	SQYD	76,000		
21		130570	Temporary Cover	SQYD	40,000		
22		130610	Temporary Check Dam	LF	350		
23		130620	Temporary Drainage Inlet Protection	EA	41		
24		130680	Temporary Silt Fence	LF	3,600		
25		130710	Temporary Construction Entrance	EA	2		
26		130730	Street Sweeping	LS	1		
27		130900	Temporary Concrete Washout	LS	1		
28		141000	Temporary Fence (Type ESA)	LF	2,700		
29		141120	Treated Wood Waste	LB	500		
30		170103	Clearing and Grubbing	LS	1		
31		170104A	Tree Removal	LS	1		
32		190101	Roadway Excavation	CY	80,000		
33		190161	Rock Excavation	CY	5,000		
34	F	192037	Structural Excavation (Retaining Wall)	CY	960		
35	F	193013	Structure Backfill (Retaining Wall)	CY	720		
36		194001	Ditch Excavation	CY	171		
37		198010	Imported Borrow	CY	1,000		
38		202006	Soil Amendment	CY	1,750		
39		204100A	Landscaping	LS	1		
40		210270	Rolled Erosion Control Product (Netting)	SQFT	340,000		
41		210420	Straw	SQFT	317,000		
42		210430	Hydroseed	SQFT	340,000		
43		210350	Fiber Roll	LF	22,500		

ITEM No.	(F/P)	ITEM CODE	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
44		210600	Compost	CY	980		
45		210630	Incorporate Materials	SQFT	317,000		
46		260203	Class 2 Aggregate Base (CY)	CY	9,300		
47		260303	Class 3 Aggregate Base (CY)	CY	74		
48		280015	Lean Concrete Base Rapid Setting	CY	74		
49		390132	Hot Mix Asphalt (Type A)	TON	8,730		
50		390137	Rubberized Hot Mix Asphalt (Gap Graded)	TON	532		
51		394073	Place Hot Mix Asphalt Dike (Type A)	LF	2,740		
52		394074	Place Hot Mix Asphalt Dike (Type C)	LF	165		
53		394076	Place Hot Mix Asphalt Dike (Type E)	LF	1,070		
54		394077	Place Hot Mix Asphalt Dike (Type F)	LF	1,160		
55		394090	Place Hot Mix Asphalt (Miscellaneous Area)	SQYD	860		
56		398200	Cold Plane Asphalt Concrete Pavement	SQYD	1,800		
57		398300	Remove Base and Surfacing	CY	89		
58		498050	54" Cast-In-Drilled-Hole Concrete Pile (Sign Foundation)	LF	36		
59		498052	60" Cast-In-Drilled-Hole Concrete Pile (Sign Foundation)	LF	23		
60	F	510060	Structure Concrete, Retaining Wall	CY	300		
61	F	510094	Structural Concrete (Drainage Inlet)	CY	109		
62	F	511035	Architectural Treatment (Dry Stack Rock Texture)	SQFT	1,940		
63	P-F	520103	Bar Reinforcing Steel (Retaining Wall)	LB	35,000		
64	F	560218	Furnish Sign Structure (Truss)	LB	14,200		
65	F	560219	Install Sign Structure (Truss)	LB	14,200		
66		560244	Furnish Laminated Panel Sign (1" - Type A)	SQFT	475		

ITEM No.	(F/P)	ITEM CODE	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
67		568056	Relocate Sign Structure	EA	2		
68	P	610112	24" Alternative Pipe Culvert	LF	460		
69	P	610103	18" Alternative Pipe Culvert	LF	4,015		
70	P	650018	24" Reinforced Concrete Pipe	LF	35		
71	P	650026A	36" RCP Pipe Inlet	LF	24		
72	P	665018	18" Corrugated Steel Pipe (.109" THICK)	LF	90		
73	P	690118A	18" CSP TEE	LF	5		
74		700617	Drainage Inlet Marker	EA	34		
75		700639A	CMP Riser	EA	1		
76		705311	18" Alternative Flared End Section	EA	3		
77		705315	24" Alternative Flared End Section	EA	1		
78		710132	Remove Culvert (LF)	LF	193		
79		710196	Adjust Inlet	EA	3		
80		710224A	Remove Utility Box	EA	2		
81	F	721017	Rock Slope Protection (300 lb Class IV, Method B)	CY	35		
82	P	729011	Rock Slope Protection Fabric (Class 8)	SQYD	105		
83		730020	Minor Concrete (Curb)	CY	61		
84		730070	Detectable Warning Surface	SQFT	221		
85		731502	Minor Concrete (Miscellaneous Construction)	CY	67		
86		731502A	Minor Concrete (Utility Vault)	EA	3		
87		731510	Minor Concrete (Curb, Gutter, Sidewalk and Driveway)	CY	230		
88		731516A	Minor Concrete (Bus Pad)	CY	125		
89		731519	Minor Concrete (Stamped Concrete)	SQFT	1,590		

ITEM No.	(F/P)	ITEM CODE	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
90		731623	Minor Concrete (Curb Ramp)	EA	8		
91	P-F	750001	Miscellaneous Iron and Steel	LB	13,600		
92	P	770011A	Emergency Vehicle Preemption System	LS	1		
93	P	770090	Lighting (City Street)	LS	1		
94	P	770091A	Lighting (Parking Lot) (City)	LS	1		
95	P	770201A	2" Service Line (AWWA C901)*	LF	78		
96	P	770202A	8" Ductile Iron Pipe (Class 350)*	LF	50		
97	P	770203A	10" Ductile Iron Pipe (Class 350)*	LF	40		
98	P	770204A	12" Ductile Iron Pipe (Class 350)*	LF	2,240		
99	P	770205A	12" PVC*	LF	60		
100	P	770206A	12" Butterfly Valve*	EA	15		
101	P	770207A	8" Gate Valve *	EA	1		
102	P	770208A	2" Combination Air/Vacuum Valve*	EA	1		
103	P	770209A	Fire Hydrant*	EA	3		
104		770210A	Remove Pipe (Ductile Iron Pipe)*	LF	1,013		
105		770211A	Remove Pipe (Asbestos Concrete)*	LF	1,180		
106		770212A	Abandon Pipe (Ductile Iron Pipe)*	LF	551		
107	P	770301A	4" Fiber Optics Conduit	LF	800		
108		770302A	Relocate Fiber Optic Vault	EA	1		
109		770303A	Remove Fiber Optic Vault	EA	1		
110		780440	Prepare and Stain Concrete	SQFT	1,940		
111		780500	Parking Bumper (Precast Concrete)	EA	17		
112		800360	Chain Link Fence (Type CL-6)	LF	1,180		
113		803050	Remove Chain Link Fence	LF	390		

ITEM No.	(F/P)	ITEM CODE	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
114		802580	12' Chain Link Gate (Type CL-6)	EA	1		
115		820108	Delineator (Class 2)	EA	18		
116		820141	Object Marker (Type K-1)	EA	2		
117		820151	Object Marker (Type L-1)	EA	3		
118		820250	Remove Roadside Sign	EA	20		
119		820590	Relocate Roadside Sign - One Post	EA	14		
120		820750	Furnish Single Sheet Aluminum Sign (0.063" - Unframed)	SQFT	310		
121		820760	Furnish Single Sheet Aluminum Sign (0.08" - Unframed)	SQFT	187		
122		820790	Furnish Single Sheet Aluminum Sign (0.08" - Framed)	SQFT	110		
123	P	832007	Midwest Guardrail System (Wood Post)	LF	1,070		
124	P-F	839514	Handrailing	LF	300		
125	P	839543	Transition Railing (Type WB-31)	EA	1		
126		839581	End Anchor Assembly (Type SFT)	EA	5		
127		839584	Alternative In-Line Terminal System	EA	2		
128		839585	Alternative Flared Terminal System	EA	1		
129	F	839721	Concrete Barrier Type 732A	LF	412		
130		840502	Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	15,350		
131		840516	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	SQFT	1,250		
132		840651	Painted Stall Lines and Pavement Markings	SQFT	3,000		
133	P	860520	Highway Advisory Radio System	LS	1		
134		870009	Maintain Existing Traffic Management System Elements During Construction	LS	1		
135		870400	Signal and Lighting System	LS	1		

ITEM No.	(F/P)	ITEM CODE	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
136		872130	Modify Existing Electrical System	LS	1		
137		999990	Mobilization	LS	1		

**TOTAL BID AMOUNT** \_\_\_\_\_

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
 IN WRITING AMOUNT

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

CONTRACTOR

Sign Here→ \_\_\_\_\_

\_\_\_\_\_  
 Print Signature Name and Title of Bidder

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

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### 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

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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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**EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)**

**PART I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

<b>Firm Name/ Address/ City, State, ZIP</b>	<b>Phone/ Fax</b>	<b>Annual Gross Receipts</b>	<b>Description of Portion of Work to be Performed</b>	<b>Local Agency Use Only (Certified DBE?)</b>
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		

**Distribution:** 1) Original - Local Agency File

Western Placerville Interchanges, Phase 2  
Project No. 41828

Proposal  
P-25

**EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)**

**PART II**

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		

**Distribution:** 1) Original – Local Agency File



**EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)**

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

LOCAL AGENCY: \_\_\_\_\_ LOCATION: \_\_\_\_\_  
 PROJECT DESCRIPTION: \_\_\_\_\_  
 TOTAL CONTRACT AMOUNT: \$ \_\_\_\_\_  
 BID DATE: \_\_\_\_\_  
 BIDDER'S NAME: \_\_\_\_\_  
 CONTRACT DBE GOAL: \_\_\_\_\_

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE

**For Local Agency to Complete:**

Local Agency Contract Number: \_\_\_\_\_  
 Federal-aid Project Number: \_\_\_\_\_  
 Federal Share: \_\_\_\_\_  
 Contract Award Date: \_\_\_\_\_

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Local Agency Representative

(Area Code) Telephone Number: \_\_\_\_\_

Total Claimed DBE Participation \$ \_\_\_\_\_  
 \_\_\_\_\_ %

\_\_\_\_\_  
 Signature of Bidder

\_\_\_\_\_  
 Date (Area Code) Tel. No.

\_\_\_\_\_  
 Person to Contact (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts)  
 (Rev 6/26/09)

- Distribution:** (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.  
 (2) Copy – Include in award package to Caltrans District Local Assistance  
 (3) Original – Local agency files

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

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

The City of Placerville established a Disadvantaged Business Enterprise (DBE) goal of 2.9% for this project. The information provided herein shows that a good faith effort was made.

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

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

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

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

Publications	Dates of Advertisement

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

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

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results
<hr/>		
<hr/>		

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

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**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

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: \_\_\_\_\_



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

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

**WESTERN PLACERVILLE INTERCHANGES PROJECT**  
**PHASE 2**  
**PROJECT NO. 41828**

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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