

Book 1 of 2

**NOTICE TO BIDDERS,
CONTRACT AND PROPOSAL**

FOR CONSTRUCTION OF

**Glen Canyon and Green Hills Road
Bike Lane Project**



**CITY OF SCOTTS VALLEY
PUBLIC WORKS DEPARTMENT
April 16, 2018**

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 Scotts Valley Standard Details and Specifications, Labor Surcharge and Equipment Rental Rates, and the Director of Industrial Relations General Prevailing Wage Rate

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CITY OF SCOTTS VALLEY, CALIFORNIA

NOTICE TO BIDDERS

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

GLEN CANYON AND GREEN HILLS ROAD BIKE LANE PROJECT

will be received by the City Clerk in the office of the Public Works Department, 701 Lundy Lane, Scotts Valley, California 95066, up to **Thursday, May 10, 2018, at 2:00 PM**, at which time bids will be publicly opened and read aloud at the same address.

GENERAL DESCRIPTION OF WORK: In general, the work to be done under this contract consists of, but not be limited to:

- Construction of asphalt concrete pavement, asphalt roadway pavement widening, milling and hot mix asphalt, and pavement markings.
- Other items or details not mentioned above, that are required by the Plans, Standard Specifications, or these Special Provisions, shall be performed, constructed or installed.
- Bids are required for the entire Work described herein.
- The contract time shall be 60 WORKING DAYS.

The Contractor shall do all work incidental to legally and satisfactorily complete the work including the furnishing of all supervision, labor, materials, supplies, tools, equipment, transportation, utility coordination, applicable taxes, permits, and any other necessary or required incidental work essential to accomplish the work, whether or not shown on the plans or required in these specifications. The cost of all such incidental work shall be included in the various item of work and no additional or direct payment will be made therefore. The Engineer's Estimate is \$843,000.

The time limit for the completion of all work shall be 60 calendar days after receipt of notification to proceed from Engineer. Contractor shall commence work within ten (10) days after receipt of notification to proceed from Engineer, as set forth in General Conditions, "Legal Relations and Responsibilities". Liquidated damages shall be assessed in the amount of two hundred fifty dollars (\$250.00) for each calendar day the work remains incomplete beyond the time fixed above for completion.

OBTAINING OR INSPECTING CONTRACT DOCUMENTS: Each Bid shall be made in accordance with the Plans, Specifications and Contract Documents prepared therefore, and may be secured from the Public Works Department, 701 Lundy Lane, Scotts Valley, California, weekdays, excluding city holidays, between the hours of 8:00 a.m. and 4:00 p.m. or from the City's website www.scottsvalley.org. To receive potential addendums and qualify to bid, Contractors must register with the Public Works Department.

No pre-bid meeting is scheduled for this project. Bidders shall make a field reconnaissance of the project area prior to bidding in order to visualize and have full comprehension of the scope and extent of the work.

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 the office of the Public Works Department, 701 Lundy Lane, Scotts Valley, California 95066. Bids received after this time will not be accepted. All bids must be addressed to the City Clerk of the City of Scotts Valley, and shall bear the title or name of the work to be constructed.

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.

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.

BID SECURITY: Each bid must be accompanied by cash, a certified or cashier's check, or a bidder's bond in the sum of not less than ten percent (10%) of the total aggregate of the bid. The checks or bonds shall be made payable to the order of the City of Scotts Valley.

Pursuant to Section 4590 of the California Government Code, Contractor will be permitted, at Contractor's request and sole expense, to substitute securities of any monies withheld by City to ensure performance under the contract. Said securities will be deposited either with City or with a state or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Section 16430 of the California Government Code or bond or savings and loan certificates of deposit. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

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 wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. 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. Any contractor who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determination effective at the time of the call for bids.

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).

AWARD OF CONTRACT AND REJECTION OF BIDS: Bids will be considered for award by the Scotts Valley City Council. The City of Scotts Valley 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.

By order of the Public Works Director of the City of Scotts Valley, County of Santa Cruz, State of California, on April 16, 2018.

CITY OF SCOTTS VALLEY

Tracy Ferrara
City Clerk

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**AGREEMENT
CITY OF SCOTTS VALLEY
STATE OF CALIFORNIA**

THIS AGREEMENT, made and concluded that ___ day of _____, 20___ between the **CITY OF SCOTTS VALLEY**, hereinafter called CITY, and _____, hereinafter called CONTRACTOR.

ARTICLE I. WITNESS TO, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by CITY, and under the conditions expressed in the bonds, bearing even date with these presents and hereunto annexed, CONTRACTOR agrees with CITY, at CONTRACTOR'S own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by CITY, necessary to construct and complete the work of the improvement herein referenced in a good workmanlike and substantial manner and to the satisfaction of the CITY'S Director of Public Works, **Glen Canyon and Green Hills Road Bike Lane Project**, in accordance with the Special Provisions hereto annexed, and also in accordance with the General Prevailing Wage Rates as determined by the Department of Industrial Relations, which said Special Provisions and General Prevailing Wage Rates are hereby specifically referred to and by such reference made a part hereof.

The work to be done is described in Section 9 "Description of Work" of the Special Provisions, which said Special Provisions are hereby made a part of this contract, and is shown upon the plans entitled "**Glen Canyon and Green Hills Road Bike Lane Project**", which said plans are hereby made a part of the contract. **The work shall be completed 60 calendar days after receipt of notification to proceed.**

ARTICLE II. CITY hereby promised and agrees with CONTRACTOR to employ, and does hereby employ, CONTRACTOR to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices set forth in the Bid of CONTRACTOR for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein, subject to additions and deductions as provided therein, and hereby contracts to pay the same at the time, in the manner 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.

ARTICLE III. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control, and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV. By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the

provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V. CONTRACTOR shall be compensated for satisfactory completion of the work in compliance with the contract documents for the sum not to exceed \$ _____ in accordance with the payment schedule outlined in the CONTRACTOR'S Bid Form dated _____, 2018.

CONTRACTOR agrees to receive and accept the prices as set forth in the Bid of CONTRACTOR for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein, subject to additions and deductions as provided therein, as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also, for all loss or damage arising out of the nature of the work aforesaid, or from the action of elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by CITY, and for all the risks of every description connected with the work; also, for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of Engineer.

ARTICLES VI. CONTRACTOR shall indemnify and save harmless and defend Owner, its officers, agents, servants and employees, and each of them from and against:

- (a) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including CONTRACTOR, or any officer, agent, consultant, servant and/or employee of CITY or CONTRACTOR, and damages to or destruction of property of any person, including but not limited to, CITY and/or CONTRACTOR and their officers, agents, consultants, servants and/or employees, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of CITY or its officers, agents, servants or employees, except the sole negligence or willful misconduct of CITY or its officers, agents, consultants, servants or employees, or the active negligence of CITY, its officers, agents or employees;
- (b) and any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of CONTRACTOR.

CONTRACTOR shall, at CONTRACTOR'S own cost, expense and risk, defend any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against CITY or CITY'S officers, agents, consultants, servants or employees.

CONTRACTOR shall pay and satisfy and judgment, award or decree that may be rendered against CITY or its officers, agents, consultants, servants or employees, in any such suit, action or other legal proceedings;

CONTRACTOR shall reimburse CITY and its officers, agents, servants and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE VII. Prior to the commencement of any work, CONTRACTOR shall provide CITY with evidence that it has obtained insurance and Performance and Payment Bonds satisfying all requirements outlined in the Insurance Certificate. Failure to do so shall be deemed a material breach of this Construction Contract.

ARTICLE VIII. The complete contract for the work of improvement herein referenced consists of the following documents, all of which are hereby expressly made a part hereof and incorporated herein by this reference. CONTRACTOR shall be bound by the requirements and obligations of such documents.

1. Notice To Bidders
2. Bid Form
3. Designation of Subcontractors
4. Bidder's Bond
5. Agreement
6. Bond for Faithful Performance
7. Bond of Security of Laborers and Material Person
8. Standard Specifications dated 2015 and Standard Plans dated 2015 of the California Department of Transportation
9. Labor Surcharge and Equipment Rental Rates and the General Prevailing Wage Rates as determined by the California Department of Transportation Division of Construction (all as referenced herein)
10. Plans entitled, "**Glen Canyon and Green Hills Road Bike Lane Project**"
11. Insurance Certificate
12. Information for Bidders
13. Special Provisions

IN WITNESS WHEREOF, CITY has caused these presents to be executed by its officers hereunto duly authorized, and CONTRACTOR has subscribed same, all on the day and year first above written.

CONTRACTOR,

By: _____

Date: _____

License No. _____

FOR CITY OF SCOTTS VALLEY

By: _____
Jim Reed, Mayor

Date: _____

ATTEST:

By: _____
Tracy Ferrara, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Kirsten Powell, City Attorney

Date: _____

BOND NO. _____

**CITY OF SCOTTS VALLEY
STATE OF CALIFORNIA**

BOND FOR FAITHFUL PERFORMANCE

WHEREAS, the City Council of the City of Scotts Valley, State of California, and _____, (herein designated as "Contractor") have entered into an agreement whereby contractor agrees to install and complete certain designated public improvements, which said agreement dated _____, 20__ identified as _____, is hereby referred to and made a part hereof; and

WHEREAS, THEREFORE, WE, the principals and _____, as surety, are held and firmly bound unto the City of Scotts Valley, hereinafter called "City", in the penal sum of _____ Dollars (\$_____) lawful money of the United States for the payment of which sum, well and truly made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if above-bounded contractor, or their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Agreement and any alteration thereof made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principals and surety above names, on _____, 20__.

Surety

Attorneys in Fact

Principal

Principal

BOND NO. _____

**CITY OF SCOTTS VALLEY
STATE OF CALIFORNIA**

BOND FOR SECURITY OF LABORERS AND MATERIAL PERSON

WHEREAS, the City Council of the City of Scotts Valley, State of California, and _____, (herein designated as "principals") have entered into an agreement whereby principals agrees to install and complete certain designated public improvements, which said agreement dated _____, 20__, and identified as _____, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said Agreement, principals are required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Scotts Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said principals and the undersigned as corporate surety, are held firmly bound unto the City of Scotts Valley and all contractors, subcontractors, laborers, material person and other persons employed in the performance of the aforesaid Agreement and referred to in the aforesaid Civil Code in the sum of _____ Dollars (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suite is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in successfully enforcing such obligation to be awarded and fixed by the Court and to be taxed as costs and to be included in the judgment therein rendered.

IT IS HEREBY EXPRESSLY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 Division 3 of the a right to action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principals and surety above names, on _____, 20__.

Surety

Attorneys in Fact

Principal

PROPOSAL

**To: CITY OF SCOTTS VALLEY,
COUNTY OF SANTA CRUZ,
STATE OF CALIFORNIA**
(herein called Owner)

for the construction of

GLEN CANYON AND GREEN HILLS ROAD BIKE LANE PROJECT

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 () _____

CONTRACTOR LICENSE NO. _____

1. Pursuant to and in compliance with your Notice to Bidders and the contract documents relating to the construction of "**Glen Canyon and Green Hills Road Bike Lane Project**" including Addenda Nos. _____, _____, the undersigned bidder, having become thoroughly familiar with the terms and conditions of the contract documents and with the local conditions affecting the performance and costs of the work at the place where the work is to be done, and having fully inspected the site in all particulars, hereby proposes and agrees to perform fully the work within the time stated in strict accordance with the contract documents (including the furnishing of any and all labor and materials) and do all the work required to construct and to complete said work in accordance with the contract documents.
2. It is understood that Owner reserves the right to reject this bid, but that this bid shall remain open and shall not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.
3. Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned in the performance of the work.

4. If written notice of the acceptance of this bid is mailed or delivered personally to the undersigned within sixty (60) days after the date set for the opening of this bid, or at any time thereafter before it is withdrawn, the undersigned bidder shall execute and deliver the contract documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner the Performance Bond, Labor and Material person's Bond as specified and proof of insurance coverage as required in the General Conditions, all within ten (10) days after personal delivery or after deposit in the mails, of the notifications of acceptance of this bid. The above-mentioned bonds shall be satisfactory to and on the forms approved by Owner.
5. Notice of acceptance or request for additional information may be addressed to the undersigned at the address set forth below.
6. The undersigned declares that this 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 undersigned 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 or agreed with any bidder or anyone else to put in a sham bid or to refrain from bidding; that the undersigned has not directly or indirectly sought by agreement, communications or conference with anyone to fix said bid price or the bid price of any other bidder, or to fix any overhead, profit or cost element of such bid price or of that of any other bidder, or to secure any advantage against the City of Scotts Valley or anyone interested in the proposed contract; that the only persons or parties interested in this bid as principals are those named herein; that all statements contained in this bid are true; that the undersigned has not directly or indirectly submitted undersign's bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other persons, partnership, corporation or association except to such person or persons as have a direct financial interest in bidder's general business; and that the undersigned has not accepted any bid from any subcontractor or material person through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the undersigned from considering any bid from any subcontractor or material person, which is not processed through said bid depository, or which may prevent any subcontractor or material person, which is not processed through said bid depository, or which may prevent any subcontractor or material person from bidding to any general contractor who does not use the facilities of or accept bids from or through such bid depository.
7. Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the *CITY OF SCOTT'S VALLEY's* Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

- 8. The undersigned certifies that the contract documents have been thoroughly read and understood and that, except as may be specifically noted and contained in addenda, there are no discrepancies or misunderstandings as to the meaning, purpose or intent of any provision in the contract documents or as to the interpretation of the same. The undersigned hereby incorporates by reference, the same as though set out in full, all provisions of the Notice to Bidders and Information for Bidders published by Owner and pertaining to the work described in this bid.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY OF SCOTT'S VALLEY*, and that discretion will be exercised in the manner deemed by the *CITY OF SCOTT'S VALLEY* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF SCOTT'S VALLEY* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

Accompanying this bid is _____ (insert words "cash", "cashier's check", "certified check" or "bidder's bond" as the case may be), in an amount equal to at least ten percent (10%) of the total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is corporation, give legal name of corporation, state where incorporated and names of the president and secretary thereof; if a partnership, give name of the firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, give first and last names in full.

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the name of the firm shall be set forth above, together with the signatures of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, said bidder's signature shall be placed above.

CITY OF SCOTTS VALLEY

CONTRACTOR'S BID AND BID PRICE SCHEDULE

GLEN CANYON AND GREEN HILLS ROAD BIKE LANE PROJECT

All of the proposal items below shall include all labor, materials, tools, equipment, and incidental costs for each item complete, in place, in accordance with the Standard Specifications and Standard Plans, and for the Project Special Provisions and Project Plans.

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	MOBILIZATION	1	LS		
2	CLEARING AND GRUBBING	1	LS		
3	MILLING	122,854	SF		
4	ASPHALT CONCRETE TYPE B	3,332	TON		
5	CLASS 2 AGGREGATE BASE ROCK	858	TON		
6	EARTHWORK	521	CY		
7	CONCRETE CURB	90	LF		
8	PAVEMENT MARKINGS	1	LS		
9	ROADSIDE SIGNS	6	EA		
10	EROSION CONTROL	1	LS		

PROJECT BASE BID TOTAL (IN NUMBERS)

PROJECT BASE BID TOTAL (IN WORD)

Add Alt	Description	Quantity	Unit	Unit Cost	Total Cost
1	CONSTRUCT SLURRY SEAL	169	TON		
2	FULL DEPTH RECLAMATION	63,665	SF		
2A	ADDITIONAL COST FOR EXTENSION OF FULL DEPTH AND HOT MIX ASPHALT TO NON-PAVED AREAS IN LIEU OF NEW ASPHALT CONCRETE PAVEMENT	-2,502	SF		
2B	CEMENT FOR FDR (@5%)	63,665	SF		
4	CONCRETE RESURFACING, AND REMOVABLE BOLLARDS	1	LS		
5	PAVEMENT MARKINGS	1	LS		

TOTAL BASE BID PLUS ADDITIVE BID ITEMS (IN NUMBERS)

TOTAL BASE BID PLUS ADDITIVE BID ITEMS (IN WORD)

Signature

Printed Name

Title

(IMPORTANT NOTICE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the name of the firm shall be set forth above, together with the signatures of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, said bidder's signature shall be placed above.)

PUBIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No _____

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

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the 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.

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.

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

to the

CITY OF SCOTTS VALLEY
DEPARTMENT OF PUBLIC WORKS

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the 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.

CITY OF SCOTTS VALLEY

BIDDER'S BOND

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, _____

_____, as PRINCIPAL,

and _____ as SURETY, are held

and firmly bound unto the CITY OF SCOTTS VALLEY, State of California, hereinafter called CITY, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to CITY, for the work described below for the payment of which sum in lawful money of the United States, will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety exceed the sum of

_____ Dollars (\$_____).

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the above-mentioned bid to CITY for certain construction specifically described as follows for which bids are to be opened at Scotts Valley, California on _____, 20__ for the construction of the

GLEN CANYON AND GREEN HILLS ROAD BIKE LANE PROJECT

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified therefore, within ten (10) days after the prescribed forms are presented to aforesaid Principal for signature, enter into a written contract with CITY, in the prescribed form in accordance with the bid as accepted, and file the two bonds with CITY, 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 be and remain in full force and virtue.

In the event suit is brought upon said bond by CITY, and judgment is recovered, the Surety shall pay all costs incurred by CITY in such suit, including a reasonable attorney's fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 20__.

(seal) _____
Principal

(seal) _____
Surety

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