

## NOTICE TO BIDDERS

The CITY OF TURLOCK invites separate sealed bids for Construction on State Highway in Stanislaus County in Turlock from 0.4 mile south to 0.4 mile north of Fulkerth Road Undercrossing. The work consists of roadway reconstruction, including roadway and ramp widening and new traffic signals. The work includes earthwork, retaining walls, curbs, sidewalk, storm drainage, hot mix asphalt, pavement delineation, traffic signals, and highway lighting. Advertisement of the project begins on July 25, 2018. Bids will be received at the CITY OF TURLOCK, Development Services: Engineering Division, 156 S Broadway, Turlock, CA 95380, on August 29, 2018 until 2:00 p.m. local time and then opened at City Council Chambers publicly and read aloud.

Complete the work within **290 working days**.

The estimated cost of the project is **\$9,400,000**.

No pre-bid meeting is scheduled for this project.

The Bid Book, Notice to Bidders and Special Provisions, and project plans may be downloaded, free of charge, at the following website:

<http://ci.turlock.ca.us/capitalprojects/projectsouttobid/>

Printed copies of the Bid Book, Notice to Bidders and Special Provisions, and project plans may be purchased for a non-refundable fee of One Hundred dollars (\$100.00) at the City of Turlock, Development Services: Engineering Division, 156 S Broadway, Turlock, CA 95380, Phone: (209) 668-5520.

The work shall be done in accordance with the Standard Plans 2015 and Standard Specifications 2015, of the California Department of Transportation and in accordance with the special provisions.

## INSTRUCTIONS TO BIDDERS

### A. BID FORMAT

No verbal, telegraphic, electronic mail, facsimile, or telephone Bids will be considered.

Bids are to be submitted for the entire work, materials and improvements. Bids must be on a unit price basis.

Each Bid must be accompanied by cash, cashier's check, or check certified by a responsible bank, or by a bid bond. The proposed bond form is included in the Bid Book. The bidder's security shall be equal to at least 10 percent of the total amount bid. Attention is directed to Section 2-1.34 and 3-1.19.

All Bids shall be made on the required Bid form. Each Bid must be submitted in a sealed envelope plainly marked on the outside as BID FOR 08-28 and the envelope should bear on the outside the name of the Bidder and his address.

All blank spaces for Bid prices shall be filled in, in ink or typewritten, and the Bid form shall be fully completed and executed when submitted. Any corrections to entries made on Bid forms shall be initialed by the person signing the Bid. Only one copy of the Bid form is required unless otherwise specified. The Bid Item List, List of Subcontractors, Non-Collusion Affidavit, Public Contract Code Statements, and Bid Bond shall be included to constitute a complete Bid. Other Contract Documents do not need to be included with the Bid unless otherwise specified.

Quantities set forth in the Bid form and in the specifications are approximately only, begin given as a basis for comparison of Bids, and the City of Turlock does not expressly or implied agree that the actual amount of work or materials will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or materials as may be deemed necessary by the Engineer.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public works on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Bids may not be withdrawn after the bid opening time. Attention is directed to Section 2-1.47 for Bid Relief.

**B. ADDENDA AND EXPLANATIONS TO BIDDERS**

Any explanation regarding the meaning or interpretation of Plans, Specifications, or other Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of Bids. Any such explanations or interpretations shall be made in the form of Addenda to the bid documents and shall be furnished to all Bidders, who shall acknowledge receipt of all Addenda in their Bid. Oral explanations and interpretations shall not be binding.

Bidder questions shall be submitted to GHD, Inc. by E-mail to:

E-mail: [ryan.blais@ghd.com](mailto:ryan.blais@ghd.com)

**C. LICENSING REQUIREMENTS FOR BIDDERS/CONTRACTORS**

In accordance with the provisions of California Business and Professions Code, Section 7028, the Contractor must have a Class "A" license or other appropriate license classification or a combination of license classifications that constitute a majority of the work. Comply with section 3-1.06.

Failure to possess the specified license(s) shall render the Bid as non-responsive, shall act as a bar to award of the contract to any Bidder not possessing said license(s) at the time of Bid opening and shall result in the forfeiture of the security of said Bidder. Furthermore, any Bidder or Contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's License Board.

The Contractor shall have or obtain a City of Turlock business license prior to the start of work.

**D. TAXES AND OTHER FEES**

The prices submitted in the Bid shall include all sales taxes, other taxes, and applicable fees.

**E. WAGES**

Prevailing wages are required on this Contract pursuant to Section 1773 of the Labor Code. The Director of the California Department of Industrial Relations (DIR) determines the general prevailing wage rates. Obtain the wage rates for the County in which the work is to be done at the DIR Web site at: <http://www.dir.ca.gov>.

This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The contractors and subcontractors must furnish electronic certified payroll records to the California Department of Industrial Relations. Comply with section 7-1.02K(2).

The Contractor shall post job site notices required by California Code of Regulations §16451(d).

**F. INSURANCE**

Attention is directed to the insurance requirements in section 7-1.06. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, the bidder may be disqualified from award of the contract.

CITY OF TURLOCK  
By:   
Nathan Bray, PE  
Interim Development Services Director / City Engineer

7/25/18

Date



**CITY OF TURLOCK  
DEVELOPMENT SERVICES: ENGINEERING DIVISION**

# **BID BOOK**

**FOR CONSTRUCTION ON STATE HIGHWAY IN STANISLAUS COUNTY IN  
TURLOCK FROM 0.4 MILE SOUTH TO 0.4 MILE NORTH OF FULKERTH ROAD  
UNDERCROSSING  
IN CALTRANS DISTRICT 10 ON ROUTE 99**

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*Special Provisions* dated July 24, 2018

*Standard Specifications* dated 2015

Project plans dated July 24, 2018

*Standard Plans* dated 2015

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**IDENTIFIED BY  
CALTRANS CONTRACT NO. 10-0T9104  
10-Sta-99-R4.1/R4.9  
CITY PROJECT No. 08-28**

Advertising Date: **July 25, 2018**  
Bids Open: **August 29, 2018 at 2:00pm**



## BID TO THE CITY OF TURLOCK

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10-0T9104 (CITY PROJECT 08-28)

NAME OF BIDDER \_\_\_\_\_

BUSINESS P.O. BOX \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

BUSINESS STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NO:        AREA CODE (        ) \_\_\_\_\_

FAX NO:                AREA CODE (        ) \_\_\_\_\_

E-MAIL \_\_\_\_\_

CONTRACTOR LICENSE NO. \_\_\_\_\_ CLASSIFICATION \_\_\_\_\_

DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION NO. \_\_\_\_\_

1. Bidder agrees, if this bid is accepted, to enter into a contract with the Department, in the form included in this Bid Book, to perform the work provided in the Contract under the terms of the Contract for the price or prices bid.

For a lump sum or unit price based bid, Bidder additionally agrees to perform the work within the number of working days shown on the *Notice to Bidders*.

For a cost plus time based bid on a contract without a plant establishment period, Bidder additionally agrees to perform the work within the number of working days bid.

For a cost plus time based bid on a contract with a plant establishment period, Bidder additionally agrees to perform the non-plant establishment work within the number of working days bid for non-plant establishment work.

2. For a lump sum based bid, Bidder submits this bid with a total price in the total bid space provided on the Bid Item List. For a unit price or cost plus time based bid, Bidder submits this bid with a unit price and the item total (the product of the unit price and the quantity) for each item and a total price (the sum of the item totals) in the spaces provided on the attached Bid Item List. For a unit price with additive item based bid, Bidder submits this bid with a unit price and an item total for each item and a total base bid (the sum of the item totals) and the additive items in the spaces provided on the attached Bid Item List. Additionally, for a cost plus time based bid, Bidder submits this bid with working days bid for non-plant establishment work, total bid for time, and total bid for bid comparison in the spaces provided on the Bid Item List. Bidder agrees:

- 2.1. If a discrepancy between the unit price and the item total exists, the unit price prevails except:

- 2.1.1. If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

- 2.1.2. If a decimal error is apparent in the product of the unit price and the quantity, the Department will use either the unit price or item total based on the closest by percentage to the unit price or item total in the Department's Final Estimate.

- 2.2. If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

- 2.3. Bids on lump sum items are item totals. If a unit price for a lump sum item is entered and it differs from the item total, the item total prevails.
- 2.4. Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.
- 2.5. Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.
- 2.6. For a lump sum based bid, the item total is the bid amount the Department uses for bid comparison.
- For a unit price based bid, the sum of the item totals is the bid amount the Department uses for bid comparison.
- For a cost plus time based bid, the sum of the item totals and the total bid for time is the bid amount the Department uses for bid comparison.
- 2.7. The Department's decision on the bid amount is final.

3. Bidder has and acknowledges the following addenda:

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4. Bidder submits this bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:

Cash \$\_\_\_\_\_, Cashier's Check, Certified Check, Bidder's Bond

5. Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification may result in one or more of the following:

- 5.1. Criminal prosecution
- 5.2. Rejection of the bid
- 5.3. Rescission of the award
- 5.4. Termination of the Contract

6. The names of all persons interested in the foregoing Bid as principals are as follows:

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

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The representations made herein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the Department.

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BY *(Authorized Signature)*

DATE SIGNED *(Do not type)*

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PRINTED NAME AND TITLE OF PERSON SIGNING

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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 true name of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

CITY PROJECT 08-28  
10-0T9104  
**BID ITEM LIST**

Item	Item Code	(F)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	999990		MOBILIZATION	LS	1	LUMP SUM	
2	050100A		CONSTRUCTION STAKING	LS	1	LUMP SUM	
3	070030		LEAD COMPLIANCE PLAN	LS	1	LUMP SUM	
4	080050		PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	LUMP SUM	
5	090100		TIME-RELATED OVERHEAD	WDAY	290		
6	120090		CONSTRUCTION AREA SIGNS	LS	1	LUMP SUM	
7	120100		TRAFFIC CONTROL SYSTEM	LS	1	LUMP SUM	
8	120149		TEMPORARY PAVEMENT MARKING (PAINT)	SQFT	3 640		
9	120159		TEMPORARY TRAFFIC STRIPE (PAINT)	LF	51 900		
10	120165		CHANNELIZER (SURFACE MOUNTED)	EA	240		
11	120300		TEMPORARY PAVEMENT MARKER	EA	1 120		
12	128652		PORTABLE CHANGEABLE MESSAGE SIGN	LS	1	LUMP SUM	
13	129000		TEMPORARY RAILING (TYPE K)	LF	3 020		
14	129100		TEMPORARY CRASH CUSHION MODULE	EA	39		
15	13100		JOB SITE MANAGEMENT	LS	1	LUMP SUM	
16	130300		PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	LUMP SUM	
17	130330		STORM WATER ANNUAL REPORT	EA	2	\$2,000.00	\$4,000.00
18	130505		MOVE-IN/MOVE-OUT (TEMPORARY EROSION CONTROL)	EA	6		
19	130530		TEMPORARY HYDRAULIC MULCH (BONDED FIBER MATRIX	SQYD	79 000		
20	130570		TEMPORARY COVER	SQYD	2 000		
21	130620		TEMPORARY DRAINAGE INLET PROTECTION	EA	37		

CITY PROJECT 08-28  
10-0T9104  
**BID ITEM LIST**

Item	Item Code	(F)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
22	130640		TEMPORARY FIBER ROLL	LF	14 500		
23	130710		TEMPORARY CONSTRUCTION ENTRANCE	EA	4		
24	130730		STREET SWEEPING	LS	1	LUMP SUM	
25	130900		TEMPORARY CONCRETE WASHOUT	LS	1	LUMP SUM	
26	141103		REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	460		
27	141120		TREATED WOOD WASTE	LB	2 640		
28	154100A		ABANDON WATER SERVICE	EA	1		
29	154200A		RELOCATE FIRE HYDRANT	EA	1		
30	154300A		ADJUST WATER VALVE COVER TO GRADE	EA	15		
31	160300A		RESIDENT ENGINEER OFFICE	LS	1	LUMP SUM	
32	170103		CLEARING AND GRUBBING	LS	1	LUMP SUM	
33	190101	(F)	ROADWAY EXCAVATION	CY	63 000		
34	192037	(F)	STRUCTURE EXCAVATION (RETAINING WALL)	CY	4 400		
35	192060	(F)	STRUCTURE EXCAVATION (GROUND ANCHOR WALL)	CY	580		
36	193013	(F)	STRUCTURE BACKFILL (RETAINING WALL)	CY	4 100		
37	193027	(F)	STRUCTURE BACKFILL (GROUND ANCHOR WALL)	CY	30		
38	193031	(F)	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	CY	270		
39	210270		ROLLED EROSION CONTROL PRODUCT (NETTING)	SQFT	62 100		
40	210300		HYDROMULCH	SQFT	607 000		
41	210350		FIBER ROLLS	LF	14 300		
42	210430		HYDROSEED	SQFT	607 000		



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10-0T9104  
**BID ITEM LIST**

Item	Item Code	(F)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
43	260203	(F)	CLASS 2 AGGREGATE BASE	CY	8 550		
44	390095		REPLACE ASPHALT CONCRETE SURFACING	CY	645		
45	390132		HOT MIX ASPHALT (TYPE A)	TON	13 100		
46	394073		PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	240		
47	394074		PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	180		
48	394076		PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	2 520		
49	394077		PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	400		
50	397005		TACK COAT	TON	52		
51	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	9 060		
52	460210		GROUND ANCHOR (SUBHORIZONTAL)	EA	156		
53	510060	(F)	STRUCTURAL CONCRETE, RETAINING WALL	CY	1 620		
54	510501A		MINOR CONCRETE (RETAINING WALL GUTTER)	LF	510		
55	510502	(F)	MINOR CONCRETE (MINOR STRUCTURE)	CY	28		
56	520103	(F)	BAR REINFORCING STEEL (RETAINING WALL)	LB	319 000		
57	530100	(F)	SHOTCRETE	CY	162		
58	650010		12" REINFORCED CONCRETE PIPE	LF	8		
59	650014		18" REINFORCED CONCRETE PIPE	LF	52		
60	650018		24" REINFORCED CONCRETE PIPE	LF	1 820		
61	665016		18" CORRUGATED STEEL PIPE (.064" THICK)	LF	22		
62	690111		12" CORRUGATED STEEL PIPE DOWNDRAIN (.064" THICK)	LF	280		
63	705011		18" STEEL FLARED END SECTION	EA	1		

CITY PROJECT 08-28  
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**BID ITEM LIST**

Item	Item Code	(F)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
64	705311		18" CONCRETE FLARED END SECTION	EA	1		
65	705315		24" CONCRETE FLARED END SECTION	EA	22		
66	707117		36" PRECAST CONCRETE PIPE INLET	LF	34		
67	707226A		STORM DRAIN MANHOLE (TYPE 1)	EA	2		
68	707228A		STORM DRAIN MANHOLE (TYPE 2)	EA	3		
69	710102		ABANDON CULVERT	LF	84		
70	710132		REMOVE CULVERT	LF	332		
71	710138		REMOVE DOWNDRAIN	EA	9		
72	710150		REMOVE INLET	EA	4		
73	710167		REMOVE FLARED END SECTION	EA	7		
74	710212A		ADJUST STORM DRAIN MANHOLE TO GRADE	EA	8		
75	721017		ROCK SLOPE PROTECTION (FACING, METHOD B)	CY	670		
76	721810		SLOPE PAVING (CONCRETE)	CY	50		
77	731505A		MINOR CONCRETE (CURB AND GUTTER)	LF	2 340		
78	731522A		MINOR CONCRETE (SIDEWALK)	SQFT	13 900		
79	731532A		MINOR CONCRETE (STAMPED PAVING)	CY	140		
80	731624A		MINOR CONCRETE (CURB RAMP)	SQFT	820		
81	750007		FRAME AND GRATE	EA	18		
82	750008		FRAME AND COVER	EA	7		
83	770100A		ABANDON SEWER LATERAL	EA	2		
84	770200A		ADJUST SEWER MANHOLE TO GRADE	EA	7		

CITY PROJECT 08-28  
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**BID ITEM LIST**

Item	Item Code	(F)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
85	780250A		ADJUST MONUMENT COVER	EA	2		
86	790000A		REMOVE 36" IRRIGATION PIPE	LF	1 420		
87	790002A		36" REINFORCED CONCRETE IRRIGATION PIPE (CLASS III, RUBBER GASKET JOINT)	LF	1 300		
88	790004A		IRRIGATION CONTROL BOX	EA	1		
89	790006A		IRRIGATION U-BOX STRUCTURE	EA	2		
90	790008A		IRRIGATION ACCESS AND AIR VENT	EA	3		
91	800320		CHAIN LINK FENCE (TYPE CL-4)	LF	300		
92	800360		CHAIN LINK FENCE (TYPE CL-6)	LF	4 460		
93	803020		REMOVE FENCE	LF	7 190		
94	810120		REMOVE PAVEMENT MARKER	EA	2 800		
95	810170		DELINEATOR (CLASS 1)	EA	74		
96	810230		PAVEMENT MARKER (RETROREFLECTIVE)	EA	1 300		
97	820250		REMOVE ROADSIDE SIGN	EA	46		
98	820530		RESET ROADSIDE SIGN	EA	1		
99	820610		RELOCATE ROADSIDE SIGN	EA	15		
100	820662A		REPLACE SIGN PANEL	EA	2		
101	820720	(F)	FURNISH LAMINATED PANEL SIGN (1"-TYPE B)	SQFT	120		
102	820730	(F)	FURNISH LAMINATED PANEL SIGN (2 1/2"-TYPE B)	SQFT	360		
103	820750	(F)	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	280		
104	820760	(F)	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)	SQFT	110		
105	820821A		ROADSIDE SIGN - METAL BARRIER MOUNTED	EA	6		

CITY PROJECT 08-28  
10-0T9104  
**BID ITEM LIST**

Item	Item Code	(F)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
106	820840		ROADSIDE SIGN - ONE POST	EA	56		
107	820850		ROADSIDE SIGN - TWO POST	EA	5		
108	820860		INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	8		
109	820900		INSTALL ROADSIDE SIGN PANEL ON EXISTING POST	EA	6		
110	832007		MIDWEST GUARDRAIL SYSTEM (WOOD POST)	LF	630		
111	832070		VEGETATION CONTROL (MINOR CONCRETE)	SQYD	540		
112	839521		CABLE RAILING	LF	510		
113	839543		TRANSITION RAILING (TYPE WB-31)	EA	1		
114	839581		END ANCHOR ASSEMBLY (TYPE SFT)	EA	3		
115	839584		ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	7		
116	839726	(F)	CONCRETE BARRIER (TYPE 736A)	CY	100		
117	839736	(F)	CONCRETE BARRIER (TYPE 742A)	CY	63		
118	840505		6" THERMOPLASTIC TRAFFIC STRIPE	LF	23 500		
119	840506		8" THERMOPLASTIC TRAFFIC STRIPE	LF	6 000		
120	840515		THERMOPLASTIC PAVEMENT MARKING	SQFT	3 570		
121	840517A		THERMOPLASTIC PAVEMENT MARKING (GREEN BIKE LANE)	SQFT	4 800		
122	846030		REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	10 000		
123	846035		REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	995		
124	870150A		TRAFFIC OPERATIONS SYSTEM	LS	1	LUMP SUM	
125	870201A		HIGHWAY LIGHTING	LS	1	LUMP SUM	
126	870202A		LIGHTING (CITY STREET)	LS	1	LUMP SUM	

CITY PROJECT 08-28  
10-0T9104  
**BID ITEM LIST**

Item	Item Code	(F)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
127	870401A		SIGNAL AND LIGHTING (LOCATION 2)	LS	1	LUMP SUM	
128	870402A		SIGNAL AND LIGHTING (LOCATION 3)	LS	1	LUMP SUM	
129	870510		RAMP METERING SYSTEM	LS	1	LUMP SUM	
130	872131A		MODIFY SIGNAL AND LIGHTING (LOCATION 1)	LS	1	LUMP SUM	
131	872132A		MODIFY SIGNAL AND LIGHTING (LOCATION 4)	LS	1	LUMP SUM	

**TOTAL BID \$**\_\_\_\_\_

## BIDDER'S LIST OF SUBCONTRACTORS

The Bidder must identify each subcontractor performing work in an amount in excess of ½ of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.). Complete columns 1 through 6 and submit with the bid. Failure to provide complete information in columns 1 through 6 will result in a nonresponsive bid.

<b>Column 1:</b> Business Name and Location	<b>Column 2:</b> Ca Contractor License No.	<b>Column 3:</b> DIR No.*	<b>Column 4:</b> Bid Item Nos.	<b>Column 5:</b> % of Bid Item Subcontracted	<b>Column 6:</b> Description of Subcontracted Work

\* Department of Industrial Relations registration number

## **PUBLIC CONTRACT CODE SECTION 6101 STATEMENT**

In conformance with Public Contract Code Section 6101, the bidder certifies compliance with state and federal law with respect to the employment of undocumented aliens by signing this bid on the signature portion thereof.

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### **NONCOLLUSION AFFIDAVIT**

(Public Contract Code Section 7106)

To the CITY OF TURLOCK  
*DEPARTMENT OF PUBLIC WORKS.*

In accordance 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.

Notes:

- The above Noncollusion Affidavit is part of the Bid. Signing this Bid 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.
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## **PUBLIC CONTRACT CODE SECTION 7110 STATEMENTS**

In conformance with Public Contract Code Section 7110, the Contractor hereby acknowledges the following policy of the State:

It is the policy of this state that anyone who enters into a contract with a state agency shall recognize the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

In conformance with Public Contract Code Section 7110, the Contractor hereby acknowledges that, to the best of its knowledge, it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

Note:

- The above Statements are a part of the Bid. Signing this Bid on the signature portion thereof shall also constitute acknowledgement of these Statements. Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

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

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

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

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

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

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## **PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

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

Notes:

- The above Statement and Questionnaire are part of the Bid. Signing this Bid 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.
- Bidders are cautioned that the state may rescind this contract if the bidder has falsely certified to the truthfulness of the above statement.

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## **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.

Notes:

- The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided above.
- If the bidder has responded that it has been convicted of such an offense within the past 3 years, provide the specific information about the violation, date and ultimate resolution of each conviction in the space provided below.
- The above Statement is part of the Bid. Signing this Bid 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.



## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety,  
are hereby held and firmly bound unto the CITY OF TURLOCK as Owner in the penal sum of

\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF TURLOCK a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of 10-OT9104.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or
- b. If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

## **OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS**

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You may opt out of the payment adjustments for price index fluctuations as specified in "Payment Adjustments for Price Index Fluctuations" of the special provisions. If you elect to opt out of the provisions of this specification, complete this form and submit it with your bid.

**Bidder Name:** \_\_\_\_\_ **CONTRACT NO.** 10 - 0T9104

☐

I opt out of the payment adjustments for price index fluctuations.

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

Signature: \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CITY OF TURLOCK hereinafter called "Owner" and \_\_\_\_\_, doing business as \* \_\_\_\_\_ hereinafter called "Contractor."

\*Insert "a corporation," "a partnership," or "an individual" as applicable.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of 10-0T9104 (City Project 08-28).
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The Contractor will complete all the work in the Contract Documents within the time period shown in the Special Provisions unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the total amount as determined from the unit prices in the bid schedule and the actual quantities of work completed.
5. The term "Contract Documents" means and includes the following:
  - a. ADVERTISEMENT FOR BIDS
  - b. INSTRUCTIONS TO BIDDERS
  - c. BID
  - d. LIST OF SUBCONTRACTORS
  - e. BID BOND
  - f. AGREEMENT
  - g. PERFORMANCE BOND
  - h. PAYMENT BOND
  - i. WORKERS' COMPENSATION CERTIFICATE
  - j. SPECIAL PROVISIONS
  - k. STANDARD SPECIFICATIONS
  - l. STANDARD PLANS

## AGREEMENT

- m. ANY REFERENCED SPECIFICATIONS
- n. NOTICE OF AWARD
- o. NOTICE TO PROCEED
- p. CHANGE ORDERS (as may be executed)
- q. DRAWINGS (prepared by GHD, Inc.) titled "Project Plans for Construction on State Highway, in Stanislaus County, In Turlock, From 0.4 Mile South to 0.4 Mile North of Fulkerth Road Undercrossing".
- r. ADDENDA  
No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_.  
No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_.

6. The Owner will pay to the Contractor in the manner and at such times and such amounts as set forth and required by the Contract Documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in \_\_\_\_\_ (number of copies) each of which shall be deemed an original, on the date first above written.

**OWNER: City of Turlock**

Attest: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(please print or type)

Name: \_\_\_\_\_  
(please print or type)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
(name of business)

Attest: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(please print or type)

Name: \_\_\_\_\_  
(please print or type)

Title: \_\_\_\_\_

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

## WORKERS' COMPENSATION INSURANCE CERTIFICATE

PROJECT: 10-0T9104 (CITY PROJECT 08-28)

OWNER: CITY OF TURLOCK

### DECLARATION:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Signed: \_\_\_\_\_

Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal,  
(Corporation, Partnership, or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF TURLOCK  
156 S Broadway #150, Turlock, CA 95380  
(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_

\_\_\_\_\_  
Dollars(\$ \_\_\_\_\_), in lawful  
money of the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain Contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of  
which is hereto attached and made a part hereof for the construction of:

10-0T9104 (CITY PROJECT 08-28)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,  
subcontractors, and corporations furnishing materials for or performing labor in the prosecution  
of the work provided for in such Contract, and any authorized extension or modification thereof,  
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on  
machinery, equipment and tools, consumed or used in connection with the construction of such  
work, and all insurance premiums on said work, and for all labor, performed in such work  
whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in  
full force and effect.

## PAYMENT BOND

PROVIDED, FURTHER, that 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 or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (number) counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### PRINCIPAL:

\_\_\_\_\_  
(name of business)

Attest: \_\_\_\_\_  
(signature, Witness as to Principal)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(please print or type)

Name: \_\_\_\_\_  
(please print or type)

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

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

### SURETY:

\_\_\_\_\_  
(name of surety)

Attest: \_\_\_\_\_  
(signature, Witness as to Surety)

By: \_\_\_\_\_  
(signature, Attorney-in-Fact)

Name: \_\_\_\_\_  
(please print or type)

Name: \_\_\_\_\_  
(please print or type)

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

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

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal,  
(Corporation, Partnership, or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF TURLOCK  
156 S Broadway Street #150, Turlock, CA 95380

hereinafter called Owner, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in lawful  
money of the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain Contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of  
which is hereto attached and made a part hereof for the construction of:

10-0T9104 (CITY PROJECT 08-28)

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said Contract during the original  
term thereof, and any extensions thereof which may be granted by the Owner, with or without  
notice to the Surety and during the life of any guarantee required under the Contract, and if he  
shall satisfy all claims and demands incurred under such Contract and shall fully indemnify and  
save harmless the Owner from all costs and damages which it may suffer by reason of failure to  
do and shall reimburse and repay the Owner all outlay and expense which the Owner may incur  
in making good any default, then this obligation shall be void; otherwise to remain in full force  
and effect.



## PERFORMANCE BOND

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, of addition to the terms of the Contract or to work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (number) counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### PRINCIPAL:

\_\_\_\_\_  
(name of business)

Attest: \_\_\_\_\_  
(signature, Witness as to Principal)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(please print or type)

Name: \_\_\_\_\_  
(please print or type)

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

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

### SURETY:

\_\_\_\_\_  
(name of surety)

Attest: \_\_\_\_\_  
(signature, Witness as to Surety)

By: \_\_\_\_\_  
(signature, Attorney-in-Fact)

Name: \_\_\_\_\_  
(please print or type)

Name: \_\_\_\_\_  
(please print or type)

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

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