

BOOK 2

CONTRACT DOCUMENTS

WANDA AVENUE SIDEWALK REPAIR

City Project No. 200-5410-9823



A handwritten signature in blue ink, appearing to read "S. Ottmar", is written over a horizontal line.

Approved by: Scott Ottmar, P.E.  
Interim City Engineer

A handwritten signature in blue ink, appearing to read "Leslie Lantero", is written over a horizontal line.

Reviewed by: Leslie Lantero, Assistant Engineer

CITY OF SEASIDE  
Department of Public Works  
JANUARY 2020

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**WANDA AVENUE SIDEWALK REPAIR**  
**Items Necessary for Complete Bid**

Bids must be accompanied by the following completed forms:

1. Proposal Form– **Must be notarized**
2. Bidder's Bond of at least 10 percent of the total bid amount
3. Exhibit 12-B Bidder's List of Subcontractors (DBE & Non-DBE)
4. Equal Employment Opportunity Certification
5. Public Contract Code Section 10285.1 Statement
6. Public Contract Code Section 10162 Questionnaire
7. Public Contract Code 10232 Statement
8. Non-Collusion Affidavit
9. Debarment and Suspension Certification
10. Nonlobbying Certification for Federal-Aid Contracts
11. Disclosure of Lobbying Activities
12. Previous Disqualification Questionnaire
13. Bidder's Information Statement (A complete list of previous similar jobs)
14. Sample Contract
15. Contractor's/Subcontractor's certification Concerning State Labor Standards and Prevailing Wages

**Failure to complete, sign and notarize (where required) and return the above bid documents may render the bid non-responsive.**

The following forms *MAY* be submitted with your bid. Failure to submit the required DBE forms will be grounds for finding the bid nonresponsive

1. Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
2. Exhibit 15-H DBE Information – Good Faith Efforts

1. Proposal Form

CITY OF SEASIDE

WANDA AVENUE SIDEWALK REPAIR

The work to be done and referenced to herein is in the City of Seaside, State of California, and shall be constructed in accordance with the special provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract and also in accordance with the Department of Transportation Standard Specifications, latest edition, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates.

The undersigned, as bidder, declares that the only person interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation, and in submitting this proposal, the undersigned bidder agrees that if it is determined that he is the successful bidder, he will execute the non-collusion affidavit found in these special provisions; that he has carefully examined the plans, special provisions and conditions therefore and is familiar with all proposal requirements, that he has examined the annexed form of contract and he hereby proposes and agrees if this proposal is accepted by the City to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials and services required to complete the said construction in accordance with the plans, special provisions, and general conditions in the time stated herein, for the unit prices and that the unit costs of all work stated in Base Bid Items shall be honored for 90 calendar days after the Bid Opening as follows:

BASE BID

ITEM	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Mobilization/Demobilization	1	LS	\$	\$
2	Storm Water Pollution Control Plan	1	LS	\$	\$
3	Sawcut, Remove and Dispose of 4" Sidewalk	1200	SF	\$	\$
4	Remove and Replace 4" Sidewalk	1200	SF	\$	\$
5	Curb & Gutter Allowance	10	LF		
6	Fence Post Repositioning Allowance	12	EA	\$	\$
7	Install Sign Post and Signs	1	EA	\$	\$
8	Remove & Replace Striping & Pavement Marking	1	LS	\$	\$
9	Construct Curb Return – Type C	1	LS	\$	\$
<b>Base Bid Amount</b>					\$

**Base Bid Total Amount in Figures:**

**Base Bid Total Amount in Words:**

\*NOTE: In case of error in extension of price into the total price column, the unit price will govern.

The foregoing unit prices for all items of work and the total amount bid shall include all costs for labor and materials, overhead, profit, insurance, mobilization and demobilization, traffic control, relocation/replacement/adjustment as required (utility boxes, traffic signs, traffic signal equipment, drainage structures and inlet boxes), and all other appurtenant costs associated with performing and administering the work under this contract.

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Bidder's Company Name, Address, and Telephone

Contractor's License No. \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**(This Proposal Form must be notarized)**

*Addenda received and incorporated into this proposal:*

**Addenda number(s): none 1 2 3 4 5 6 (Circle all that apply)**

\_\_\_\_\_  
**Signed**

\_\_\_\_\_  
**Date signed**

## 2. BIDDER'S BOND STATEMENT

Accompanying this proposal is \_\_\_\_\_ (Insert the words "cash (\$    )," "cashier's check," "certified check," or "bidder's bond") in an amount equal to at least ten percent (10%) of the bid total.

The undersigned agrees that in case of default in executing the required contract together with the necessary bonds within the period of time provided by the proposal requirements, the proceeds of the security accompanying this proposal shall become the acceptance of the City of Seaside, and this proposal and the acceptance thereof may be considered null and void.

Licensed in accordance with an act providing for the registration of Contractors.

License No. \_\_\_\_\_

License Certification \_\_\_\_\_

Notice: If bidder or other interested person is a corporation, state legal name of corporation, names of the president, secretary, treasurer, and manager thereof. If a co-partnership, state true name of firm, names of all individual co-partners composing firm. If bidder or other interested person is an individual, state firm name and individual's full name.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Name and Business Address

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

### 3. 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 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, or use the fillable pdf form found here:** <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

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>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<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>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<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>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<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>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

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

#### 4. 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.

## 5. 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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## 6. 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.

## 7. 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.

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## 8. NONCOLLUSION AFFIDAVIT

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

To the CITY / COUNTY of \_\_\_\_\_  
*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.

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## 9. 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 judgement 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.

Notes: 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.

## 10. 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.



Bidder: \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing

Bidder: \_\_\_\_\_

the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

Bidder: \_\_\_\_\_

12. Previous Disqualification Questionnaire

In accordance with Government Code Section 14310.5, the bidder shall complete, under penalty of perjury, the following questionnaire:

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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder's Signature

Bidder: \_\_\_\_\_

13. Bidder's Information Statement

1. Number of years the bidder has performed the type of construction work required by this project: \_\_\_\_\_

2. List the type of work normally performed by your own forces:

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

3. Has your contractor's license been suspended or revoked during the last five years? [ ] Yes [ ] No

4. Has the bidder declared bankruptcy or been in receivership during the last five years? [ ] Yes [ ] No

5. Has the bidder ever defaulted on a contract forcing a surety to suffer a loss? [ ] Yes [ ] No

6. Has the bidder been unable to obtain a bond or been denied a bond? [ ] Yes [ ] No

7. Has the bidder ever failed to complete work awarded to it? [ ] Yes [ ] No

8. Has the bidder filed any lawsuits, requested arbitration or been involved in any litigation during the last five years? [ ] Yes [ ] No

9. Has the bidder failed to pay prevailing wages on any public project during the last 5 years? [ ] Yes [ ] No

If the answer is "yes" to any of questions 3 through 9 please explain the circumstances in the below space. The bidder may attach additional pages if necessary, to provide a detailed response.

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

On Enclosures A-1 through A-3 list five construction contracts the bidder has had with public agencies over the last five years similar to the proposed project in type of construction and in total contract amount. These forms must be completed. Attaching a list of projects without the information requested on these enclosures is not satisfactory.

Name of your Surety Company: \_\_\_\_\_

Is your Surety Company California Admitted? [ ] Yes [ ] No

Bidder: \_\_\_\_\_

ENCLOSURE A-1

Similar Construction Contract Bidder has completed over the last three years for a Public Agency

Address each item, indicating "none" where appropriate.

1. Name and Location of Project: \_\_\_\_\_

2. Name of Bidder's Superintendent on the project: \_\_\_\_\_

3. Description of work including quantities of installed work: \_\_\_\_\_

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

4. Name of Public Agency: \_\_\_\_\_

5. Name and telephone number of Public Agency's Project Engineer:  
\_\_\_\_\_

6. Original Contract Amount: \_\_\_\_\_

7. Total Amount of Approved Change Orders: \_\_\_\_\_

8. Final Contract Amount: \_\_\_\_\_

9. Date of Contract completion: \_\_\_\_\_

10. Were Liquidated Damages assessed? \_\_\_\_\_

11. Claims amount: \_\_\_\_\_

12. Citations by OSHA: \_\_\_\_\_

13. Failure to pay prevailing wages or other Federal/State required taxes or contributions? \_\_\_\_\_

Bidder: \_\_\_\_\_

ENCLOSURE A-2

Similar Construction Contract Bidder has completed over the last three years for a Public Agency

Address each item, indicating "none" where appropriate.

Name and Location of Project: \_\_\_\_\_

1. Name of Bidder's Superintendent on the project: \_\_\_\_\_

2. Description of work including quantities of installed work: \_\_\_\_\_

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

3. Name of Public Agency: \_\_\_\_\_

4. Name and telephone number of Public Agency's Project Engineer:  
\_\_\_\_\_

5. Original Contract Amount: \_\_\_\_\_

6. Total Amount of Approved Change Orders: \_\_\_\_\_

7. Final Contract Amount: \_\_\_\_\_

8. Date of Contract completion: \_\_\_\_\_

9. Were Liquidated Damages assessed? \_\_\_\_\_

10. Claims amount: \_\_\_\_\_

11. Citations by OSHA: \_\_\_\_\_

12. Failure to pay prevailing wages or other Federal/State required taxes or contributions? \_\_\_\_\_

Bidder: \_\_\_\_\_

ENCLOSURE A-3

Similar Construction Contract Bidder has completed over the last three years for a Public Agency

Address each item, indicating "none" where appropriate.

1. Name and Location of Project: \_\_\_\_\_
2. Name of Bidder's Superintendent on the project: \_\_\_\_\_
3. Description of work including quantities of installed work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Name of Public Agency: \_\_\_\_\_
5. Name and telephone number of Public Agency's Project Engineer:  
\_\_\_\_\_
6. Original Contract Amount: \_\_\_\_\_
7. Total Amount of Approved Change Orders: \_\_\_\_\_
8. Final Contract Amount: \_\_\_\_\_
9. Date of Contract completion: \_\_\_\_\_
10. Were Liquidated Damages assessed? \_\_\_\_\_
11. Claims amount: \_\_\_\_\_
12. Citations by OSHA: \_\_\_\_\_
13. Failure to pay prevailing wages or other Federal/State required taxes or contributions? \_\_\_\_\_

Bidder: \_\_\_\_\_



14. Sample Contract with Signatures

**CITY OF SEASIDE  
CONSTRUCTION BID CONTRACT  
(PROJECT TITLE)**

This Agreement, made and concluded in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, between the CITY OF SEASIDE, herein referred to as "City", and \_\_\_\_\_, herein referred to as "Contractor".

WITNESSETH:

**Article I.** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City and hereunto annexed, the said Contractor agrees with the said City, at his 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 said City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of said City, in accordance with the provisions hereto annexed and also in accordance with the latest applicable General prevailing Wage Rates.

The work to be done is specified in these special provisions Titled "Book 1 Notice, Plans, & Special Provisions" for the \_\_\_\_\_ Project, dated \_\_\_\_\_, approved by the City Engineer, which said special provisions and plans are made part of this contract.

**Article II.** The said City hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do the work according to the terms and conditions herein contained and referred to, for the price 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.

**Article III.** The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference 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 worker'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.** And the said Contractor agrees to receive and accept the following prices 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 the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the said City and for all 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 the Engineer under them, to wit:

Bidder: \_\_\_\_\_

**< Awarded Bid Schedule will be inserted here >**

**Article VI. - Assignment.** The Contractor shall not assign any of his duties, responsibilities or obligations without prior written consent from the City.

**Article VII. Indemnity.** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless, City and any and all of City's boards, officers, employees, agents, assigns, and successors in interest, from and against any and all claims losses, demand and expenses, including, but not limited to, attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the work performed by Contractor under this agreement. Without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

**Article VIII. Insurance.** Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth in Section 3.08 "Responsibility for Damage and Insurance" of the Special Provisions. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

**Article IX. - Legal Action.** Should either party to this agreement bring legal action against the other, the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

**Article X. - Notices.** All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

CITY OF SEASIDE  
Scott Ottmar, Interim City Engineer  
440 Harcourt Avenue  
Seaside, CA 93955

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contractor's Name and Mailing Address

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CITY OF SEASIDE  
by: \_\_\_\_\_  
Craig Malin, City Manager

CONTRACTOR  
by: \_\_\_\_\_  
Print Name and Title:

Bidder: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Licensed in accordance with an act  
providing for the registration of  
Contractors. License No. \_\_\_\_\_

**FEDERAL MINIMUM WAGE RATES**

<Applicable minimum wage rates to be physically inserted in signed contract>

