



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

BID DOCUMENTS

FOR

HIDDENBROOKE PARK GRADING

CITY COUNCIL

Osby Davis, Mayor
Hermie R. Sunga
Bob Sampayan
Robert H. McConnell

Stephanie Gomes, Vice Mayor
Marti Brown
Jesus Malgapo

David A. Kleinschmidt
Public Works Director
City Hall
Vallejo, CA 94590
(707) 648-4315

Bid Opening: 2:00 p.m.
December 23, 2013
at City Council's Chamber
on the 2nd Floor, City Hall

Prepared under the direction of:
Christopher A. Hockett, Cal Engr. & Geology

Pre-bid Conference: 2:00 p.m.
December 17, 2013
Public Works Conference Room
on the 4th Floor, City Hall

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CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT SEALED BIDS will be received at the office of the City Clerk, third (3rd) floor, City Hall, Vallejo, California, during the business hours of 8:30 AM through 5:00 PM, Monday through Friday, holidays excepted, until the hour of **2:00 p.m. on December 23, 2013**, at which time they will be publicly opened and read aloud in the City Council's Chamber, second (2nd) floor of said City Hall for

HIDDENBROOKE PARK GRADING, City of Vallejo, County of Solano, California according to the drawings and specifications prepared by Cal Engineering & Geology.

The work to be done includes: Mobilize equipment and personnel, traffic control, construction staking, provide dust control, installation and maintenance of erosion and sediment control measures, clear and grub, tree removal, excavation, compaction, installation of temporary fence, hydroseeding, stockpiling boulders, and street sweeping. The bidder shall include in his bid and provide all labor, tools and materials for a complete and working project in conformance with the intent shown on the drawings and specified herein.

Bids are required for the entire work described herein. A pre-bid conference will be held December 17, 2013 at 2:00 p.m., in the Public Works Conference Room on the 4th Floor, City Hall, Vallejo, California. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities.

Time of completion of the work is 30 working days from the date of issuance of the Notice to Proceed work by the City.

No bid will be received unless it is made on the proposal forms included in these proposed Contract Documents. Each bid must be accompanied by cash, a cashier's check, certified check or bidder's bond made payable to the City of Vallejo in the amount of **ten percent (10%)** of the total bid amount. Bid bonds shall be issued by a corporate surety duly admitted and authorized to issue bonds and undertakings by the State of California and on the form provided by the City of Vallejo.

Pursuant to Section 1700, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the City of Vallejo, Department of Public Works, 555 Santa Clara Street, 4th Floor, Vallejo, CA 94590 5934. Those copies shall be made available to any interested party upon request. The Contractor shall forfeit, as penalty to

the City of Vallejo, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code.

The Contractor shall post a copy of the general prevailing rates per diem wages in a conspicuous place at the job site forthwith upon undertaking the public work called for herein. The Contractor shall also keep an accurate certified payroll record in accordance with requirements set forth in Section 1776 of the Labor Code of the State of California and these Contract Documents.

Bidders are advised that this project is subject to all federal, state and local nondiscrimination laws including Vallejo Municipal Code sections 2.72.030 and 2.72.040.

Proposed Contract Documents may be examined at:

| | |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Builders Exchange of Alameda 3055 Alvarado St., San Leandro, CA 94577 | Napa Solano Builders Exchange 135 Camino Dorado, Napa, CA 94558 |
| Contra Costa Builders Exchange 2440 Stanwell Drive, Concord, CA 94520 | Sacramento Builders Exchange 1331 T Street, Sacramento, CA 95814 |
| San Francisco Builders Exchange 850 So. Van Ness Avenue, San Francisco, CA 94110 | North Coast Builders Exchange 1030 Apollo Way, Santa Rosa, CA 95403 |
| Marin Builders Association 660 Las Gallinas Avenue, San Rafael, CA 94903 | Small Business Exchange 703 Market Street, Suite 1000, San Francisco, CA 94103 |
| Peninsula Builders Exchange 735 Industrial Road, San Carlos, CA 94070 | Placer County Builders Exchange 231 Cherry Avenue, Suite 101, Auburn, CA 95603-4840 |
| Construction Bidboard 4420 Hotel Circle Court, #215, San Diego, CA 92108 | McGraw Hill-Dodge Plan Room 4020 Lennane Dr Bldg 2 Suite 104, Sacramento, CA 95834-1987 |

The Plans, Specifications, Contract Documents and proposal forms may be obtained at the office of the Utilities/Public Works Director, City Hall, 4th Floor, 555 Santa Clara Street, Vallejo, California, with a charge of Fifty dollars (\$ 50) which is not refundable.

Documents are also available online at www.ci.vallejo.ca.us. Interested bidders may register as Planholders (only Planholders receive information regarding addenda, and other notices from the City) online via the City website (at no cost) or upon purchase of plans and specifications from the City. Users of documents posted on the internet in

electronic form are cautioned that the City of Vallejo does not assume any liability or responsibility based on these electronic files for any defective or incomplete copying, excerpting, scanning, faxing or downloading of the contract documents.

Complete sets of documents shall be used in preparing Bids; neither City nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents.

The bid bonds for the three acceptable lowest bidders shall be retained until the City Council has awarded a contract to the successful bidder. All other bidder's bonds shall be returned to the bidder.

Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute a deposit of securities in lieu of the City of Vallejo withholding any monies to ensure Contractor's performance under the Contract, or alternatively, request that the City of Vallejo make payment of retentions earned directly to an escrow agent at the expense of Contractor. The provisions of Public Contract Code section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account.

The City of Vallejo reserves the right to reject any or all bids or portions thereof, to accept a bid or portion thereof or to waive any minor irregularity.

Bidders and Contractor shall be licensed in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code, Section 7000 et seq., known as the Contractors License Law. The license classification required for this project is **A**.

DAWN G. ABRAHAMSON
City Clerk

Dated: _____

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CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

INSTRUCTIONS TO BIDDERS

- 1) All portions of the proposal form must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as non-responsive. Attached to and submitted with the proposal form, bidder must provide the completed:
 - (a) Contractor Qualifications,
 - (b) Designation of Subcontractors,
 - (c) Non-Collusion Affidavit for Contractors or Subcontractor,
 - (d) Non-Discrimination Clause,
 - (e) The appropriate bid security.

Failure to submit all required documents may result in the bid being rejected as non-responsive.

- 2) An original of the proposal form shall be filled in and submitted as the bid.
- 3) Sealed bids will be addressed to:

Dawn G. Abrahamson, City Clerk
555 Santa Clara Street
P.O. Box 3068
Vallejo, California 94590
- 4) City of Vallejo has obtained report(s):
 - (a) Kleinfelder report titled "Geologic Hazards Assessment and Geotechnical Investigation Report Hiddenbrooke Elementary School End of Alder Creek Road Vallejo, California," dated May 30, 2007

The report(s) may contain facts that may materially affect bidders' bids.

The "technical data" may contain facts that may materially affect Bidders' bids. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

In addition, City of Vallejo has constructed other public works projects throughout the City, and obtained reports and other information in the course of the design and construction of those other public works construction projects, all of which may

contain facts that may materially affect bidders' bids. Bidders are strongly encouraged to inspect all of City's reports, records and documents referred to above. Said reports and documents will be made available upon written request at City of Vallejo Public Works Counter, 4th Floor City Hall for inspection and copying at bidders' sole cost and expense, during normal working hours.

- 5) Written questions will be the only questions that receive an official response from the City. Written questions may be submitted:
 - a) By Fax (707) 648-4691; or
 - b) By E-mail to the Project Manager
 - c) By Letter addressed to:
HIDDENBROOKE PARK GRADING
City of Vallejo Public Works Department
P.O. Box 3068
555 Santa Clara Street, 4th Floor
Vallejo, CA 94590

Bidders are advised that oral or written communication from the City not in the form of an official addendum do not alter the bid plans or specifications.

- 6) The cut off time for submission of bid questions is 5:00 P.M. (Pacific Time) on **Thursday, December 19, 2013**. Any questions received after this time will not be responded to.
- 7) If a pre-bid conference has been scheduled at the site of the work, all bidders, subcontractors, material suppliers and others who may be working on the work of improvement are strongly encouraged to attend this pre-bid conference. Due to the facts and circumstances of this particular project, the pre-bid conference may be the only opportunity to conduct the pre-bid investigation of the site and satisfy the pre-bid obligations set forth in these Contract Documents. If a bidder (or others) attend the entirety of a scheduled pre-bid conference and need additional time to complete their investigation of the site or other pre-bid obligations set forth in these Contract Documents, bidder must notify the City in writing, via certified or registered mail, no less than two work days after the scheduled pre-bid conference, to request additional time. The written request must include an estimate of the amount of additional time required by bidder.
- 8) Following the public opening of bids, the City may request in writing that the apparent low bidder complete the Contractor Qualification Questionnaire included in these Contract Documents and furnish all required supporting documentation to enable the City to determine whether the apparent low bidder is responsible and/or qualified to perform the work described in the Contract Documents. By submission of a bid, bidder agrees to complete the Contractor Qualification Questionnaire, furnish all required attachments, sign the Contractor Qualification Questionnaire, all

in strict conformance with the requirements of the Contract Documents and Contractor Qualification Questionnaire, and return to the City within five (5) working days of City's written request. If bidder fails or refuses to complete the Contractor Qualification Questionnaire, furnish all required attachments, sign the Contractor Qualification Questionnaire, and return it to the City within five (5) working days of City's written request, bidder will not be considered for award of the contract, and further, bidder agrees that the City may award the Contract to another bidder or call for new bids. In such event, the bidder shall be liable to the City for the difference between the amount of the disqualified bid and the larger amount for which the City procures the work plus all of the City's costs, damages, expenses and liabilities.

- 9) If for any reason the City elects to not award the contract to the apparent low bidder, the City may request in writing that the apparent second lowest bidder complete the Contractor Qualification Questionnaire and furnish all required supporting documentation as required by the preceding paragraph, to enable the City to determine whether the second low bidder is qualified to perform the work described in the Contract Documents. If for any reason the City elects to not award the contract to the apparent second lowest bidder, the City may request the third lowest bidder complete the Contractor Qualification Questionnaire and furnish all required supporting documentation, and so on.
- 10) If the City receives from a bidder within the time set forth in these Contract Documents, a complete Contractor Qualification Questionnaire and all required supporting documentation as required by the Contract Documents, and if the City determines that a bidder is not qualified to perform the work required by the Contract Documents, and if the City elects to not award the Contract to that bidder, the City will promptly return that bidder's bid security.
- 11) Bid Protests - Only Bidders may protest Bids. All Bid protests must be submitted in writing along with a non-refundable \$2,500.00 Bid protest fee.
 - a) All Bid protests must be addressed to Director, Public Works Department, City of Vallejo, 555 Santa Clara Street, P. O. Box 3068, Vallejo, CA 94590 re: HIDDENBROOKE PARK GRADING and received, by said Director along with the non-refundable Bid protest fee, by the Bid Protest Deadline. The Bid protest submitted to the Director shall include one original and two complete copies. The original Bid protest and two complete copies shall be transmitted to the Director via certified mail, return receipt, or hand delivery.
 - b) The Bid Protest Deadline shall be the earlier of any of the following that may apply:
 - (i) If the Bid protest is based on the responsiveness of a particular Bid or the responsibility of a particular Bidder, the Bid Protest Deadline is 5:00 p.m. on the 4th business day after the Bid opening;
 - (ii) If the Bid protest is based on the City's determination that a Bid is not

responsive or a Bidder is not responsible, then the affected Bidder's Bid Protest Deadline is 5:00 p.m. on the 4th business day after the date of the City's notice to the affected Bidder.

- c) Additionally, the following shall apply to all Bid protests:
 - (i) The written bid protest must state all facts and each legal basis for the protest.
 - (ii) The written bid protest must specifically identify each portion of each document that forms the basis for the protest and include a copy of each document.
 - (iii) The protest must include the name, address and telephone number of the person representing the protesting party.
 - (iv) Before the Bid Protest Deadline, the Bidder protesting a Bid shall transmit to all other parties having a potential interest that may be adversely affected by the outcome of the protest, a complete copy of the Bid protest and all supporting documents, including but not limited to all other Bidders who may have a reasonable prospect of losing or obtaining an award of the Contract depending on the outcome of the protest.
 - (v) The procedures and time limits set forth in this section for Bid Protests are strictly construed and are Bidder's sole and exclusive remedy in the event of a Bid protest. Bidders' failure to strictly comply with these procedures and time limits shall constitute a waiver of any right to further pursue the Bid protest, including but not limited to, the filing of a Government Code Claim or legal proceedings.
 - (vi) A Bidder may not rely on a Bid protest submitted by another Bidder, but must timely pursue its own Bid protest.
- 12) Liquidated damages that may be assessed by City of Vallejo for late completion is ONE THOUSAND DOLLARS (\$1,000.00) for each calendar day delay.

CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

PROPOSAL FORM

FOR THE

HIDDENBROOKE PARK GRADING

TO: The Honorable Mayor and City Council
City of Vallejo
Vallejo, California 94590

Name of Bidder: _____

Business Address: _____

Place of Residence: _____

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code.

Contractor's License No.: _____

Expiration Date: _____

Contractor's Classification: _____

Name on Contractor's License: _____

City of Vallejo Business License Number: _____

Business Address: _____

Phone: _____

E-mail: _____

Place of Residence: _____

_____ Phone: _____

The work to be done consists of:

Mobilize equipment and personnel, traffic control, construction staking, provide dust control, installation and maintenance of erosion and sediment control measures, clear and grub, tree removal, excavation, compaction, installation of temporary fence, hydroseeding, stockpiling boulders, and street sweeping.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to, and all of the Contract Documents; and he/she proposes and agrees if this proposal is accepted, that he/she will contract with the City of Vallejo, in the form of the copy of the contract annexed hereto, to provide all necessary labor, materials, machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he/she will take in full payment therefore the following item prices, to wit:

NOTE: The quantities following are approximate only and will be used as a basis for the comparison of bids.

An (s) listed after a Bid Schedule description item, if any, indicates items that are considered "Specialty Items" as defined in Section 8-1.01 of the General Provisions.

CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

BID SHEET

FOR THE

HIDDENBROOKE PARK GRADING

| <u>ITEM No.</u> | <u>DESCRIPTION OF ITEM</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>TOTAL AMOUNT</u> |
|-----------------|------------------------------|---------------------------|-------------|-------------------|---------------------|
| 1 | Mobilization | 1 | LS | \$ | \$ |
| 2 | Water Pollution Control | 1 | LS | \$ | \$ |
| 3 | Construction Staking | 1 | LS | \$ | \$ |
| 4 | Temporary Fencing (Type ESA) | 1,550 | LF | \$ | \$ |
| 5 | Clearing and Grubbing | 1 | LS | \$ | \$ |
| 6 | Tree Removal | 31 | EA | \$ | \$ |

| <u>ITEM No.</u> | <u>DESCRIPTION OF ITEM</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>TOTAL AMOUNT</u> |
|-----------------|----------------------------------------------------|---------------------------|-------------|-------------------|---------------------|
| 7 | Excavation, Spreading and Compaction (F) | 1,540 | CY | \$ | \$ |
| 8 | Rock Slope Protections (Facing Class) | 12 | CY | \$ | \$ |
| 9 | Temporary Construction Entrance | 1 | EA | \$ | \$ |
| 10 | Temporary Silt Fence | 1,080 | LF | \$ | \$ |
| 11 | Temporary Fiber Rolls | 935 | LF | \$ | \$ |
| 12 | Hydroseed (F) | 1.4 | ACRE | \$ | \$ |

TOTAL BID SUMMARY

Total Bid \$ _____
(IN FIGURES)

Total Bid \$ _____
(IN WORDS)

BIDDER'S SIGNATURE _____

The Contract, if it is awarded, shall be awarded to the Contractor submitting the lowest total bid that complies with these Contract Documents.

In case of discrepancy between the unit prices and the total amount, the unit prices shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a Unit Price for a said item is not readable or otherwise not clear, or is omitted, or is the same amount as the entry in the Total Amount column, then the amount set forth in the Total Amount column for the line item shall prevail and shall be divided by the Estimated Quantity for the said item and the price thus obtained shall be the Unit Price amount.
- (b) (Decimal Errors) If the total of the entered Unit Price multiplied by the given Estimated Quantity is **exactly** off by a decimal factor (i.e., ten, one hundred, etc. or, one-tenth, one-hundredth, etc.) from the entered Total Amount, the discrepancy will be resolved by using the entered Unit Price or entered Total Amount, whichever most closely approximates (by percentage) the Unit Price or Total Amount in the City -Engineer's Cost Estimate.
- (c) In order for a bid to be valid, all aspects of the Bid Sheet must be filled out completely. An incomplete Bid Sheet is grounds for bid reject.

The City of Vallejo desires wherever possible to hire qualified City of Vallejo residents to work on City projects. Contractors, subcontractors, consultants, and developers will, wherever possible, solicit proposals from qualified local firms and will, wherever possible, employ qualified local residents to work on City projects.

The bidder agrees that if the bidder is selected as the apparent lowest responsible bidder, and the bidder fails to sign the Contract and furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and other required items within the time limit specified in the Contract Documents, the City of Vallejo may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the City for the difference between the amount of the disqualified bid and the larger amount for which the City procures the work plus all of the City's costs, damages, expenses and liabilities arising from bidder's failure to sign the Contract and/or furnish the required documents.

Bidder declares that he/she/it has not accepted any bid from any subcontractor or vendor through any bid depository, the by-laws, rules or regulations of which prohibit or prevent the bidder from considering any bid from any subcontractor which is not processed through said bid depository or which prevent any subcontractor or vendor from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository.

ACCOMPANYING THIS PROPOSAL is _____

(in an amount of ten percent (10%) of the total bid)

NOTICE: Insert the words CASH (\$_____), CASHIER'S CHECK, BIDDER'S BOND, or CERTIFIED CHECK, as the case may be.

THE NAMES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL AS PRINCIPALS ARE AS FOLLOWS:

IF THE BIDDER OR OTHER INTERESTED PERSON is a corporation, state legal name of corporation and state where incorporated, also names of the President, Secretary, Treasurer, and Manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if bidder or other interested person is an individual, state first and last names in full.

LICENSED IN ACCORDANCE WITH THE CONTRACTORS' LICENSE LAW OF THE STATE OF CALIFORNIA (BUSINESS AND PROFESSIONS CODE) SECTION 7000 et seq. PROVIDING FOR THE REGISTRATION OF CONTRACTORS,
License No.: _____

Sign Here: _____

(Printed or typed name of Bidder)

Dated: _____

NOTE: If the bidder is a corporation or a co-partnership, the legal name of the firm shall be set forth above, together with the signature of the officer or partner authorized to sign contracts for the firm.

CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

BIDDER'S BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS,

THAT we, _____

_____, as Principal, and

_____;

as Surety, are held and firmly bound unto the City of Vallejo, 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 the City of Vallejo, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, administrators, and executors and successors, jointly and severally, firmly by these presents; in the sum of:

\$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the Principal has submitted the above-mentioned bid to the City of Vallejo, for certain construction specifically described as follows, for which bids are to be opened at Vallejo, California, on December 23, 2013, for the

Mobilize equipment and personnel, traffic control, construction staking, provide dust control, installation and maintenance of erosion and sediment control measures, clear and grub, tree removal, excavation, compaction, installation of temporary fence, hydroseeding , stockpiling boulders, and street sweeping. .

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and within the time and manner required under the Specifications, after the prescribed forms are presented to him/her for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the City of Vallejo, 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 this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit including a reasonable attorney's fee to be fixed by the court.

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

Principal

Surety

Address _____

NOTES:

1. Signature of those executing for the Surety must be properly acknowledged.

CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

CONTRACTOR QUALIFICATIONS

This form must be completed, signed by bidder, and submitted to City of Vallejo with bidder's bid. Failure to complete, sign and submit with bidder's bid may result in bidder's bid being rejected as not responsive.

City has determined that bidders must meet the following minimum qualifications to bid the work of improvement contemplated herein:

1. Have possessed a valid, active and in good standing, State of California Department of Consumer Affairs, Contractor's License Board Classification A, for a minimum of five (5) continuous years prior to the date of bid opening.
2. Not have any pending disciplinary proceedings or investigations by the Contractors State License Board.
3. Have completed to the public owner's satisfaction, no less than two (2) public works projects in the State of California, each with an original contract price of no less than \$50,000. within the past five years prior to the date of bid opening.
4. Currently (as of the date of bid opening) or within the past five years, not have any suspensions, disbarments, or similar proceedings (including stipulated agreements), restricting, limiting or prohibiting bidder from bidding or performing other public works for any other public agency.

I, being the _____ (insert title) of bidder herein, declare that bidder meets all of the minimum criteria set forth above.

Signature

Print Name

Date

This page intentionally left blank

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 through 4114, inclusive, of the Public Contract Code, and any amendments thereto, each bidder shall set forth in his or her bid, the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the prime contractor's total bid, or ten thousand (\$10,000) whichever is greater, and the dollar amount of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid. Prime Contractor Self Perform requirement is **50%** (exclusive of specialty items). The Engineer shall use the Designation of Subcontractors form to determine the percentage of contract work amount performed by the contractor.

| <u>NAME</u> | <u>LOCATION OF BUSINESS</u> | <u>DESCRIPTION OF SUBCONTRACTED WORK</u> | <u>BID ITEM</u> | <u>MBE (Y/N)</u> | <u>WBE (Y/N)</u> | <u>CERT. NO.</u> | <u>DOLLAR AMOUNT OF SUBCONTRACTED WORK (\$\$)</u> |
|-------------|-----------------------------|------------------------------------------|-----------------|------------------|------------------|------------------|---------------------------------------------------|
| | | | | | | | |
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| | | | | | | | |
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NOTICE TO BIDDERS: Listing of subcontractors is mandatory under Sections 4100-4113 of the California Public Contract Code. If this form is incomplete or inaccurate, your bid may be rejected.

NON-COLLUSION AFFIDAVIT FOR CONTRACTOR OR SUBCONTRACTOR

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent) of _____ (hereinafter referred to as (contractor) or (subcontractor))
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the City of Vallejo, State of California.
3. That his/her proposal is genuine and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other bidder, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Vallejo or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, owners, representatives, employees, or parties in interest, including this affiant.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 20__, at _____, California.

Signed: _____

Title: _____

License Number
and Classification: _____

Expiration Date: _____

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CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

NONDISCRIMINATION CLAUSE

Contractor shall refrain from discriminatory employment practices on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation of any employee of, or applicant for employment with, Contractor.

Contractor further agrees as follows:

- (a) That the Contractor shall not because of the race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ any person, or to bar or discharge any person from employment, or to discriminate against any person in compensation, or in the terms, conditions, or privileges of employment, and every employee shall receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions, or other privileges of employment without regard to his race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation.
- (b) That the Contractor shall post in conspicuous places where they may be seen by every employee or applicant for employment notices, in such form as shall be prescribed by the City Manager, the provisions set forth above.
- (c) That the Contractor shall in all solicitations or advertisements for employment applications include in such solicitation or advertisement language which will reasonably convey notice that every qualified applicant will receive consideration for employment without regard to his race religious creed, color, sex, national origin, or ancestry, disability, medical condition, age, marital status or sexual orientation.
- (d) That the Contractor shall give written notice, in such form as shall be prescribed by the City Manager, of the Contractor's commitments under this contract to any labor union or employee association with which the Contractor has a collective bargaining contract, or other employer - employee labor agreement or understanding."

Contractor shall include the provisions of this Nondiscrimination Clause in every subcontract, including subcontracts for the provision of materials or equipment.

By submitting a bid, the Contractor agrees to comply with all the non-discrimination provisions contained in the Vallejo Municipal Code.

BIDDER'S SIGNATURE

DATE

HIDDENBROOKE PARK GRADING

CITY OF VALLEJO
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

**CONTRACT
FOR**

HIDDENBROOKE PARK GRADING

THIS CONTRACT ("Contract") made and concluded in triplicate this _____ day of _____, 20___, at Vallejo, California, by and between the City of Vallejo, a municipal corporation of the State of California, acting by and through its City Council, hereinafter called City, and _____], hereinafter called CONTRACTOR.

WITNESSETH:

WHEREAS, the City Council of said City heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said plans and specifications; and,

WHEREAS, the City Council of said City did cause to be noticed for the time and in the manner required by law a notice inviting sealed bids for the performance of said work; and,

WHEREAS, Contractor, in response to such notice, submitted to the City Council of said City within the time specified in said notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said notice, the City Council of City, by and through its authorized representatives, publicly opened and canvassed in the manner provided by law; and,

WHEREAS, Contractor was the lowest responsible bidder for the performance of said work, and said City Council of City, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for the work and award to it a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows, to wit:

1. **SCOPE OF WORK**

Mobilize equipment and personnel, traffic control, construction staking, provide dust control, installation and maintenance of erosion and sediment control measures, clear and grub, tree removal, excavation, compaction, installation of temporary fence, hydroseeding , stockpiling boulders, and street sweeping. The Contractor shall provide all labor, tools, and materials for a complete and working project in conformance with the intent shown on the drawings and specified herein and as provided for and set forth in said plans,

specifications, and any addendum that may be issued prior to the date of bid, or in either of them, which said plans and specifications are hereby referred to by such reference, incorporated herein, and made a part of this Contract.

The following documents shall constitute the Contract Documents:

- (a) Notice to Contractors;
- (b) Instructions to Bidders;
- (c) Proposal Form;
- (d) Plans;
- (e) Specifications, special provisions;
- (f) Change Orders thereto;
- (g) Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation, 2010 edition, Sections 10 through 95, all as modified herein;
- (h) City of Vallejo Regulations and Standard Specifications for Public Improvements, December 2011 edition;
- (i) Vallejo Sanitation & Flood Control District Master Bid Document, dated March 2007;
- (j) Any other documents identified as such in the Contract Documents.

2. TERMS AND CONDITIONS

This Contract consists of the Contract Documents identified as such, all of which are incorporated herein by reference as though set forth in full, and all of which are part of this Contract, and Contractor and City agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of the City Council, or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with said plans and specifications, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

The said Contractor agrees to receive and accept the prices set forth in the proposal 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 foreseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all risks of every description, connected with the work; also for all 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.

By my signature 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.

Pursuant to Section 1700, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the City Clerk, City of Vallejo, City Hall, 555 Santa Clara Street, Vallejo, California CA. Those copies shall be made available to any interested party upon request. The Contractor shall forfeit, as penalty to the City, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code.

City shall pay Contractor the sums set forth on Exhibit A, hereto, in accordance with all of the terms and conditions of the Contract Documents.

The Contractor shall be permitted to substitute designated securities for any moneys withheld by the City of Vallejo to insure performance under the Contract. This right of substitution shall be exercised in the manner and subject to the conditions specified in the Contract Documents. The provisions of Public Contract Code section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account.

The person signing this Agreement for Contractor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Contractor.

SIGNATURES ARE ON THE FOLLOWING PAGE

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

CITY OF VALLEJO,
a municipal corporation

[TYPE IN CONTRACTOR'S NAME]
[Type in type of entity]

By: _____
David A. Kleinschmidt
Public Works Director

By: _____
[Type in name]
[Type in title]

Attest: _____
Dawn G. Abrahamson
City Clerk

(Corporate Seal)

(City Seal)

Approved as to Content:

Jill A. Mercurio
Assistant Public Works Director/
City Engineer

Approved as to Form and Insurance

Claudia Quintana
City Attorney

EXHIBIT A

[BID SHEET TO BE INSERTED]

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Bond Number: _____
Premium: _____

CITY OF VALLEJO
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS, that we, _____

_____, as Principal, and

_____, as Surety, are held and firmly bound unto the City of Vallejo, a municipal corporation of the State of California, hereinafter called the City, in the penal sum of _____ DOLLARS (\$ _____), and no more, for the work described below, for the payments of which sum in lawful money of the United States of America well and truly to be made to the City of Vallejo, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents as herein above provided.

THAT WHEREAS, the Principal has entered into a contract with said City for the construction of:

HIDDENBROOKE PARK GRADING

NOW, THEREFORE, the condition of this obligation is such that if the above bounded Principal shall in all things stand to abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract agreed on his/her or their part to be kept and performed at the time and in the manner herein specified, and shall indemnify and save harmless the City of Vallejo, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue to guarantee Contractor's faithful performance of its obligations in the Contract Documents, and Principal and Surety, in the event suit is brought on this bond, will pay to the Obligee such reasonable attorneys' fees as may be fixed by the Court.

The Surety herein, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms and conditions of said contract, or the specifications accompanying the same shall in any manner affect its obligations on this bond, and said Surety does hereby waive notice of any such change, extension, alteration or addition. Said Surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounded parties have executed this Instrument under their several seals this _____ day of _____, 20___. The name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL

SURETY

SURETY INFORMATION:

Contact Person: _____

Name of Company: _____

Address: _____

Telephone: (_____) _____ Fax no. : (_____) _____

- NOTE:
- (1) Signatures of those executing for the Surety must be properly acknowledged.
 - (2) This Bond must be in an amount equal to 100% of the amount bid.

APPROVED AS TO FORM:

Claudia Quintana
City Attorney

Bond Number: _____

Premium: _____

CITY OF VALLEJO
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

PAYMENT (LABOR AND MATERIALS) BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS, that whereas, the City of Vallejo, a municipal corporation of the State of California, acting through its City Council, has awarded: hereinafter designated as the Principal, a contract for:

HIDDENBROOKE PARK GRADING

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, provided that if said Contractor, or any of his/her or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such labor, the Surety of this bond will pay the same.

NOW, THEREFORE, we, _____

as Principal and _____,

as Surety, are held firmly bound unto the City of Vallejo, a municipal corporation, hereinafter called City, in the penal sum of _____

_____ DOLLARS (\$ _____), and no more, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents, as herein provided.

The condition of this obligation is such that, if said Principal, or his/her or its Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of Title 15, Part 4, Third Division of the Civil Code of the State of California, commencing with Section 3082, and providing that the persons, companies or corporations so furnishing said materials, provisions, or other supplies, appliances or power used in, for or about the performance of the work contracted to be executed or performed, or any person, company, or corporation, renting, or hiring implements, or machinery, or power, for, or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Title 15, the Surety, or Sureties, hereon will pay the same in an amount not exceeding the sum specified in his/her or its bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the Court, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

Payment (Labor and Materials) Bond
Page 2

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety herein, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms and conditions of said contract, or the specifications accompanying the same, shall in any manner affect its obligation on this bond, and said Surety does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, the above bounden parties have executed this Instrument under several seals this _____ day of _____, 20_____. The name and Corporate Seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

PRINCIPAL:

SURETY:

SURETY INFORMATION:

Contact Person: _____

Name of Company: _____

Address: _____

Telephone: (_____) _____ Fax no.: (_____) _____

NOTE: (1) Signatures of those executing for the Surety must be properly acknowledged.

(2) This Bond must be in an amount equal to 100% of the amount bid.

APPROVED AS TO FORM:

Claudia Quintana
City Attorney

CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

CONTRACTOR QUALIFICATION QUESTIONNAIRE

If requested by City, bidder agrees to complete, sign and return this Contractor Qualification Questionnaire, including all required supporting documentation, within five (5) days of being requested by City. If bidder fails or refuses to complete the Contractor Qualification Questionnaire, furnish all required attachments, sign the Contractor Qualification Questionnaire, or return it to the City within five (5) days of City's request, bidder will not be considered for award of the contract, and further, bidder agrees that the City of Vallejo may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the City for the difference between the amount of the disqualified bid and the larger amount for which the City procures the work plus all of the City's costs, damages, expenses and liabilities.

Bidder shall fully and completely answer each question set forth below. If necessary attach additional sheets. Print or type each response. If your response to any question is "no" or "none," you must state "no" or "none." "Not applicable" or other similar response will not be accepted.

1. State the full legal name of the bidder.
2. State the nature of the bidder's business entity. (Sole proprietorship, joint venture, partnership, corporation, or other [describe]).
3. State the name and address of each person or other legal entity, which has a legal or equitable ownership of ten percent (10%) or more of the bidder. For each such person or legal entity, state that person or entity's ownership interest, title and responsibilities, if any.
4. Has any person or legal entity holding a legal or equitable ownership of the bidder, ever been accused of a civil violation of California Government Code section 12650, et seq., (False Claims Act)? If so, describe in detail all facts, circumstances and the outcome.
5. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been determined by a public agency to not be a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agencies' contact person.
6. State the bidder's contractor's license number.
7. State the date bidder first began business.

8. State any other names that bidder has used or done business under in the past five (5) years.
9. Describe in general, bidder's experience.
10. Has bidders ever failed to complete a construction contract?
11. Has bidder's control over a work of improvement, ever been terminated?
12. For each Mobilize equipment and personnel, traffic control, construction staking, provide dust control, installation and maintenance of erosion and sediment control measures, clear and grub, tree removal, excavation, compaction, installation of temporary fence, hydroseeding , stockpiling boulders, and street sweeping. that bidder has furnished labor, services, materials or equipment in the past five years, state: the name of each project; the contract amount for each project; the name, address and telephone number of the owner and owner's representative, for each project; and a general description of the work performed by bidder on each project.
13. For every public work of improvement upon which bidder has furnished labor, services, materials or equipment in the past five years, whether completed or not, for which the bidder's original contract was greater than \$1,000,000, but not more than \$5,000,000, state the name, address and telephone number of the owner and principal designer (architect or engineer).
14. For every lawsuit or arbitration between bidder and the owner of any work of improvement, limited to such lawsuits or arbitrations initiated or completed within the past five (5) years, state the name and address of the tribunal, the matter number, the parties, a general description of the nature of the dispute, and the outcome, if any.
15. Has bidder ever been charged with a felony? If so, describe in detail all facts, circumstances and the outcome, furnishing the name and address of the court in which the charge(s) were filed, including the matter name and case number.
16. Has anyone ever alleged that bidder violated California Government Code section 12650, et seq., (False Claims Act)? If so, describe in detail all facts, circumstances and the outcome.
17. Has bidder ever been accused of presenting false claims to a public agency or public owner, as such claims are defined in California Government Code section 12650, et seq, or 31 United States Code section 3729, et seq.?
18. Has any public agency ever determined or ruled that bidder is not a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agencies' contact person.

19. Has any public agency ever issued a letter, ruling or determination debarring bidder or anyone holding a legal or equitable interest in bidder, from bidding public works? (This includes debarments that are simultaneously or subsequently suspended, revoked or withdrawn.)
20. Has bidder ever entered into an agreement with any public agency, to not bid work for that public agency?
21. Within the past seven (7) years, has bidder ever failed to complete a public works construction project, within the time allowed by the contract, plus written agreed upon contract time extensions? If so, state the name, address and telephone number of the owner of such public works construction project including the name of the agencies' contact person, and further, describe in detail the nature of the work of improvement.
22. Has any surety ever paid or satisfied any claim on behalf of bidder?
23. Has any surety ever undertaken or been called upon to complete any project of bidder?
24. For each project or work of improvement that bidder is either (a) currently furnishing labor, services, materials or goods, or (b) under contract to furnish labor, services, materials or goods, state: A general description of the project; the current status of the project and bidder's work thereon; the owner's name, address and telephone number; the amount of bidder's contract on such project.
25. State bidder's annual gross sales for each of the last five fiscal years.
26. If requested by City (as indicated below) attach a current financial statement. As used herein, "current financial statement" means a balance sheet and profit and loss statement prepared and presented in a format that complies with Generally Accepted Accounting Principles (GAAP), covering a period of time that is no less than the most recent fiscal year for bidder. If bidder's most recent fiscal year ended more than six (6) months prior to the date when the Contract Documents require this Contractor Qualification Questionnaire be completed and returned to City, then "current financial statement" shall also include an interim balance sheet and profit and loss statement covering the period of time from the end of bidder's most recent fiscal year to a period of time no greater than sixty (60) days prior to the date when the Contract Documents require this Contractor Qualification Questionnaire be completed and returned to City.

CONTRACTOR MUST FURNISH: YES [] NO []

27. The following certification must be signed by an owner, general partner, or officer of bidder.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CONTRACTOR QUALIFICATION QUESTIONNAIRE AND ATTACHMENTS, IF ANY, AND KNOW ITS CONTENTS, AND SAID CONTRACTOR QUALIFICATION QUESTIONNAIRE AND ATTACHMENTS, IF ANY, ARE TRUTHFUL, COMPLETE AND ACCURATE; AND CITY OF VALLEJO MAY RELY UPON THE CONTENTS AS BEING TRUTHFUL, COMPLETE AND ACCURATE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

EXECUTED ON THE DATE INDICATED BELOW, AT THE LOCATION INDICATED BELOW.

Dated: _____

Bidder

By:

(Printed name of signor)

(Title of signor)

CITY OF VALLEJO
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CONTRACT CHANGE ORDER NO.: _____ **DATE:** _____

TO: _____

PROJECT: HIDDENBROOKE PARK GRADING
FROM: CITY OF VALLEJO

This change order modifies and amends the provisions of that certain Contract dated ____
_____ by and between the City and _____ (“Contractor”).

REFERENCE: Contract Plans, Sheet No.
or other Plans attached

Contractor is hereby directed to make the following changes to the Work:

By signing this Change Order, Contractor understands and agrees that it is accepting the specified sums and adjustment of contract time of completion (if any) set forth herein as full, final and complete satisfaction of any and all claims by Contractor for all costs and expenses of Contractor and anyone for whom Contractor may be responsible for the work referred to herein, including but not limited to costs or expenses of the Contractor or any of its subcontractors, materials suppliers, vendors or anyone else for whom Contractor is responsible, for labor, materials, services or equipment, no matter how characterized, whether known or unknown to Contractor, including but not limited to, all field and home office overhead, delay costs/claims, acceleration costs/claims, unabsorbed or under-absorbed home office overhead, extended field costs, general conditions, claim preparation costs, inefficiencies, or the like, no matter how characterized. Contractor further understands and agrees by signing this Change Order that any attempt by Contractor to purportedly reserve rights to claim additional time or compensation for the work referred to herein, is void.

ADJUSTMENT OF CONTRACT TIME OF COMPLETION: _____

AGREED PRICE: _____

FORCE ACCOUNT

BASE CONTRACT PRICE: _____

PREVIOUS CONTRACT CHANGE ORDER: _____

NEW ADJUSTED CONTRACT PRICE: _____

EXCEPT AS SET FORTH ABOVE, ALL TERMS AND PROVISIONS OF THE CONTRACT AND ALL PRIOR CHANGE ORDERS REMAIN IN FULL FORCE AND EFFECT.

RECOMMENDED: _____
NAME TITLE

Execution of this Change Order by both parties constitutes a binding agreement. This document constitutes the entire agreement between the parties. The person signing this Change Order for Contractor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Contractor.

ACCEPTED AND AGREED

Contractor: _____ DATE _____
[Type in name and title]

City: _____ DATE _____
CITY ENGINEER