

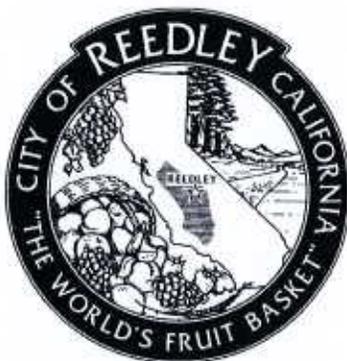
CITY OF REEDLEY

BID AND CONTRACT DOCUMENTS

For

REEDLEY CITY STREET IMPROVEMENTS (PHASE III)

CDBG PROJECT No. 11571



April 2012

Prepared by:
City of Reedley
Engineering Department
1733 9th St
Reedley, CA 93654
Phone: (559) 637-4200 Ext 229
Fax: (559) 637-2139



5/9/12

BIDDER: _____

Print Name of Company

**REEDLEY CITY STREET IMPROVEMENTS (PHASE III)
CDBG PROJECT No. 11571**

City of Reedley
Department of Public Works
Bid and Contract Documents

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**ALL APPLICABLE DOCUMENTS TO THE BID PACKAGE SUBMITTAL MUST BE
COMPLETED AND ACCOMPANY THE BID PROPOSAL.**

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BIDDER'S CHECKLIST

REEDLEY CITY STREET IMPROVEMENTS (PHASE III)

Bidders shall complete and/or submit the following documents found in the Bid and Contract Documents for bids to be considered responsive.

1. **Declaration** page 5
2. **Addenda** page 6
3. **Bid Form** pages 7 through 11
4. **Bidder's Statement** page 12
5. **List of Subcontractors** page 13 through 14
6. **Information Required of Bidders** page 15
7. **City of Reedley Bidders List** page 17
8. **Noncollusion Affidavit** page 18
9. **Equal Employment Opportunity Certification** page 19
10. **Debarment and Suspension Certification** page 21
11. **Certification of Payments** page 22
12. **Disclosure of Lobbying Activities** page 23
13. **Statement of Work Force Needs** page 25

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the City of Reedley for furnishing all labor, materials, services, and equipment and performing all work necessary for the **REEDLEY CITY STREET IMPROVEMENTS, PHASE III, CDBG PROJECT No. 11571** in the City of Reedley, Fresno County.

Project plans, special provisions, bid and contract documents are on file and may be examined at the City's website www.reedley.ca.gov and at the Office of the City Engineer, 1733 Ninth Street, Reedley, California, 93654, (559) 637-4200, ext. 214. Copies may also be examined at the following Builders Exchanges:

- Central California Builders Exchange
- McGraw-Hill
- Tulare-Kings Builders Exchange
- Fresno Builders Exchange

Copies may be obtained at the City of Reedley for a charge of thirty dollars (\$30.00) per set, nonrefundable. In addition, there will be an eight dollar (\$8.00) mailing and handling charge for any sets mailed. Prospective bidders must be on the plan holders list in order to submit a bid proposal and to receive any addendums issued by the City of Reedley. If contract documents are downloaded from City's website for bidding purposes bidder must contact The Office of the City Engineer to be added to the Bidders List.

Description of Work: The work includes, in general, installation of Type II Slurry as well as removal and installation of thermoplastic striping and markings.

The City of Reedley hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantage Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

The prevailing wage rates as determined by the Director of Industrial Relations of the State of California shall apply to this project. In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for Section 1773.8 of the California Labor Code, apprenticeship or other training programs authorized by Section 3093 of said code, and similar purposes applicable to the work to be done. Said wages are on file with the City of Reedley and County of Fresno and are incorporated herein by reference. By submission of a bid, bidder stipulates and agrees to abide by the provisions of the Labor Code related to payment of prevailing wage or promptly pay a penalty of \$50.00 per day per worker paid less than prevailing wage pursuant to the provisions of Labor Code Section 1775. A work day shall not exceed eight hours labor per day or forty (40) hours labor per week. The successful bidder shall keep an accurate record of employees' hours worked by calendar day and week.

Minimum wage rates for this project, as predetermined by the Secretary of Labor, are set forth in the special provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations of the State of California for similar classifications of labor, the Contractor and his subcontractors shall pay not less than the higher wage rate.

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

All pages of the Preliminary (Anticipated) Statement of Work Force Needs form, also contained in the project specifications, will be required to be completed and submitted prior to award. All pages of the Final (Completion) Statement of Work Force needs form shall also be required to be completed and submitted upon completion of construction.

Bids must be filed with the Reedley City Engineer, 1733 Ninth Street, Reedley, not later than 3:00 p.m., Tuesday, May 29, 2012, at which time the Office of the City Engineer of the City of Reedley will open said bids. Bids must be submitted in a sealed envelope and marked on the outside of the envelope "Bid – CDBG Project No. 11571, Phase III," together with the name and address of the bidder. The bids will be opened and read publicly at that time.

Each bid must be accompanied by either a cashier's check, certified check or bidder's bond in a sum equal to at least ten (10%) percent of the total amount bid inclusive of all add alternates. Checks or bonds must be made payable to the City of Reedley; such securities shall be a guarantee that the bidder, if his bid is accepted, will enter into a satisfactory contract and furnish a good and sufficient bond for faithful performance thereof and for payment of labor and material costs in accordance with the requirements of the plans and specifications.

No contract will be awarded to a Contractor who has not been licensed in accordance with the provisions of Chapter 791, Statutes of 1929, as amended, or whose bid is not on the proposal form included in the contract documents. An appropriate and valid California Contractor's License is required for the project. A C-12 or Class A Contractors license is required.

All questions regarding interpretation or clarification of bid specifications must be directed to the City Engineer. All interpretations, clarifications or changes will be made in writing by the City Engineer at 1733 Ninth Street, Reedley, CA, 93654, and provided to all prospective bidders. The City will not be responsible for any oral interpretations to bidders.

The City reserves the right to reject any or all bids, to waive any informality in bids received, or to award the contract to the lowest responsible bidder complying with these instructions as may serve the best interest of the City of Reedley. The City reserves the right to award the contract to other than the lowest bidder if it appears that the best interests of the City of Reedley will be served thereby.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF REEDLEY

DECLARATION

I/WE declare under penalty of perjury under the laws of the State of California that the statements on these Bid Forms are true and correct.

Date: _____ at _____, California.

By: _____

Signature

Name: _____

Clearly Printed

Position: _____

(Seal)

Clearly Printed

CONTRACTOR ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

1. _____

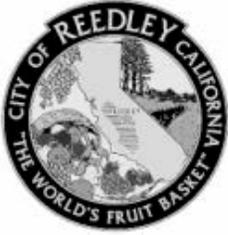
2. _____

3. _____

4. _____

Bidders Signature

Date Received



ADDENDUM

Public Works Department
Engineering Division
1733 Ninth Street, Reedley, CA 93654
(559)637-4200, Ext. 281
Fax: (559)637-2139

City of Reedley
Public Works Department

ADDENDUM NO. ____
TO THE SPECIFICATIONS FOR
REEDLEY CITY STREET IMPROVEMENTS (PHASE III)
CDBG PROJECT No. 11571

Bid Date: _____

The following additions and/or corrections shall become part of the Contract Documents and Construction Specifications for the subject project.

Notice to all Contractors submitting bids for this work and to all contract document holders.

You are hereby notified of the following changes to the Contract Documents, more specifically, to the Bid Proposal Package and the construction plans for this project. This addendum shall supersede the original contract documents wherein it contradicts the same and shall take precedence over anything to the contrary therein. All conditions remain the same.

Approved by:

City Engineer RCE 68423

Date

NOTICE: This Addendum shall be acknowledged by the Contractor submitting the bid in the space provided below and this addendum shall be submitted with the Contractor's Bid Proposal as well as faxed for acknowledgement of receipt to the City of Reedley. Failure to acknowledge may result in the proposal being rejected as not responsive.

Sign and fax this sheet to
559-637-2139

Contractor: _____

Contractor's Signature
City of Reedley

CDBG Project No. 11571

Date

**BID PROPOSAL FORM
 REEDLEY CITY STREET IMPROVEMENTS (PHASE III)
 CDBG PROJECT No. 11571**

TO THE CITY COUNCIL OF THE CITY OF REEDLEY: We, the undersigned bidder, having carefully examined the location of the hereinafter described work, the Plans, State Standard Specifications, and the Project Special Provisions, more specifically the “Description of Bid Items” of the Special Provisions therefore, hereby propose to furnish, in strict accordance with the Contract Documents, all of the materials, equipment, labor and incidentals necessary for the completion of this project and assume all liability imposed upon the Contractor by the Contract, and to accept as full compensation the unit prices set forth in the following bid items, to wit:

BASE BID (STREETS BLOCK 1 – SEE END OF BID PROPOSAL FORM)

Item No.	Description	Units	Qty	Unit Price	Total
1	Mobilization	LS	1		
2	Insurance and bonds (F)	LS	1		
3	Provide and maintain traffic control and pedestrian access for as required for construction zones for the duration of the project, complete & in place.	LS	1		
4	Grind and removal of existing traffic stripes, pavement markings and pavement markers, complete and in place. Install traffic stripes, pavement markings, and pavement markers complete & in place.(F)	LS	1		
5	Type II Slurry Seal (F)	SY	167,782		
TOTAL SUM FOR BASE BID:				\$	

The total sum of Base Bid (Items 1 through 5) written in words _____

ADD ALTERNATE NO. 1 (STREETS BLOCK 2 – SEE END OF BID PROPOSAL FORM)

Item No.	Description	Units	Qty	Unit Price	Total
6	Provide and maintain traffic control and pedestrian access for as required for construction zones for the duration of the project, complete & in place.	LS	1		
7	Grind and removal of existing traffic stripes, pavement markings and pavement markers, complete and in place. Install traffic stripes, pavement markings, and pavement markers complete & in place. (F)	LS	1		
8	Type II Slurry Seal (F)	SY	37,962		
TOTAL SUM FOR ADD ALTERNATE NO. 1:				\$	

The total sum of Add Alternate No. 1 (Items 6 through 8) written in words _____

ADD ALTERNATE NO. 2 (STREETS BLOCK 3 – SEE END OF BID PROPOSAL FORM)

Item No.	Description	Units	Qty	Unit Price	Total
9	Provide and maintain traffic control and pedestrian access for as required for construction zones for the duration of the project, complete & in place.	LS	1		
10	Grind and removal of existing traffic stripes, pavement markings and pavement markers, complete and in place. Install traffic stripes, pavement markings, and pavement markers complete & in place. (F)	LS	1		
11	Type II Slurry Seal (F)	SY	42,604		
TOTAL SUM FOR ADD ALTERNATE NO. 2:				\$	_____

(F) Final Pay Item

The total sum of Add Alternate No. 2 (Items 9 through 11) written in words _____

TOTAL SUM FOR BASE BID PLUS ADD ALTERNATE NO. 1 PLUS ADD ALTERNATE NO. 2:	\$ _____
--------------------------------------------------------------------------------------	----------

The total sum of Base Bid plus Add Alternate No. 1 and Add Alternate No. 2 (Items 1 through 11) written in words _____

The Bid Prices set forth herein shall include any and all applicable taxes.

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

BIDDERS MUST BID ALL ITEMS FOR BASE BID, BID ALTERNATE No. 1, AND BID ALTERNATE No. 2 INCLUDING THE SUM TOTALS. BIDS WITH **UNIT PRICE, TOTAL, AND TOTAL SUM** COLUMNS NOT FULLY FILLED IN WILL BE CONSIDERED INCOMPLETED AND NON-RESPONSIVE.

THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO AWARD ONLY THE BASE BID, TO AWARD THE BASE BID PLUS ANY AND ALL ADD ALTERNATES, OR TO WAIVE ANY INFORMALITY OF THE BIDS RECEIVED. THE LOWEST BIDDER SHALL BE DETERMINED BY THE LOWEST BASE BID.

AWARD OF THE CONTRACT SHALL BE MADE TO THE LOWEST, QUALIFIED BIDDER WHOSE BID CONFORMS TO THE REQUIREMENTS SPECIFIED IN THESE CONSTRUCTION DOCUMENTS.

THE OWNER HAS THE RIGHT TO AWARD THE CONTRACT TO THE LOWEST BIDDER (LOWEST BASE BID) PLUS ANY ADD ALTERNATES WHICH ARE CHOSEN BY THE OWNER TO BE AWARDED. THE OWNER SHALL AWARD A SINGLE CONTRACT AND THERE WILL NOT BE SEPARATE AWARDS FOR THE BASE BID AND ANY ADD ALTERNATES.

ABBREVIATIONS USED IN BID SCHEDULE

LS - Lump Sum

SY - Square Yard

(F) – Final Pay Item

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose

Signature of Bidder

Date

CITY OF REEDLEY

**CDBG Project No. 11571
Street Segment Locations**

BASE BID – BLOCK 1

Street Project	Fom	To
10th St	Reed Ave	I St
12th St	M St - Dinuba Alley	I St
13th St	Dinuba Ave	I St
14th St	Dinuba Ave	I St
15th St	Dinuba Ave	I St
7th St	Reed Ave	I St
8th St	Reed Ave	I St
9th St	Reed Ave	I St
Carob Ave	Haney Ave	Buttonwillow Ave
Carob Ave	Carob Cr.	Haney Ave
Cedar Ave	S. Cedar Cr.	Parlier Ave
Cedar Ave	North Ave	Elm Ave
Columbia Ave	Manning Ave	Ann Drive
Columbia Ave	Red Beaut Ave	EL Dorado Ave
Columbia Park Dr	Columbia Ave	Magnolia Ave
Cypress Ave	Columbia Ave	Buttonwillow Ave
EL Dorado Ave	Columbia Ave	Cedar Ave
Elm Ave	Kady Ave	Cedar Ave
Fisher Ave	S. Fisher Cr.	Ann Drive
Fisher Ave	EL Dorado Ave	Santa Rosa
Haney Ave	Cyress Ave	Parlier Ave
Haney Ave	EL Dorado Ave	Manning Avenue
Hemlock Ave	Cyress Ave	Parlier Ave
Kady Ave	S. Kady Cr.	Carob Ave
Kady Ave	S. Kady Cr.	Parlier Ave
Kady Ave	North Ave	Myrtle Ave
Kady Ave	Mrytle Ave	end of cul de sac
Magnolia Ave	S. Magnolia Cr.	N. Magnolia Cr.
Magnolia Ave	Santa Rosa Ave	North Ave
Myrtle Ave	Haney Ave	Buttonwillow Ave
North Ave	Haney Ave	Cedar Ave
Pecan Ave	Red Beaut Ave	El Dorado Ave
Pecan Ave	Cyress Ave	Parlier Ave
Red Beaut	Columbia Ave	Pecan Ave
Santa Rosa Ave	Santa Rosa Cr	end of cul de sac

Sunrise Ave	North Ave	Myrtle Ave
Valencia Ave	Cypress Ave	Carob Ave
Valencia Cr	-	Willow Ridge
Willow Ridge	Haney Ave	Valencia Ave
Elm Ave	Frankwood Ave	end of cul de sac
Myrtle Ave	Eleventh St	Columbia Ave
North Ave	Steven Ave	Columbia Ave
Columbia Ave	North Ave	Eleventh St
Helen Ave	Frankwood Ave	I St
Elizabeth Ave	Frankwood Ave	I St
Cutris Ave	Frankwood Ave	I St

ADD ALTERNATE NO.1 – BLOCK 2

Street Project	Fom	To
Justine Ave	Springfield Ave	end of cul de sac
Kady Ave	Springfield Ave	EL Dorado Ave
Laroda Cr	Kady Ave	end of cul de sac
Peck Colony Rd	Springfield Ave	end of cul de sac
Red Beaut	Kady Ave	end of cul de sac
Sunset Ave	Duff Ave	Springfield Ave
Springfield Ave	East Ave	Buttonwillow Ave
August Ave	East Ave	Sunset Ave
Myra Ave	East Ave	Sunset Ave
Haney Ave	Evening Glow	Springfield Ave

ADD ALTERNATE NO.2 – BLOCK 3

Street Project	Fom	To
Cedar Ave	Duff Ave	Cedar Cr.
Columbia Ave	Early Ave	Evening Glow
Duff Ave	East Ave	Buttonwillow Ave
Early Ave	Sunset Ave	Haney Ave
Evening Glow	Sunset Ave	Buttonwillow Ave
Evening Glow Dr	Evening Glow	end of cul de sac
Hemlock Ave	Duff Ave	Evening Glow
Cyrier Ave	Curtis Ave	Dinuba Ave
Curtis Ave	Hope Ave	Frankwood Ave
Hope Ave	Curtis Ave	Dinuba Ave

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____, as Principal, and _____ as Surety, are held and firmly bound unto the City of Reedley, Fresno County, California, in the sum of _____ Dollars (\$_____) to be paid to the said City, its successors, and assigns, for which payment, well and truly be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by the presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the certain Bid and Bid Forms of the above bounded _____ is accepted by the said City and if the above bound _____ his heirs, executors, administrators, successors, and assigns, shall duly enter into and execute agreement for construction of the **REEDLEY CITY STREET IMPROVEMENTS (PHASE III) CDBG PROJECT No. 11571**, in the City of Reedley; and shall execute and deliver to Performance Bond and Payment Bond; and shall deliver evidence of insurance, all within ten (10) days from the date of the award and notice to the above bound by and from the said City that said Agreement is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We hereunto set our hands and seals this _____ day of _____, 2012.

Name of Surety

Surety Address

(NOTARY SEAL)

(Attach here Acknowledgment on Standard Form)

Signature of Surety Representative

Surety Telephone Number

Signature of Bidder

BIDDER'S STATEMENTS

WORKER'S COMPENSATION INSURANCE

- A. In conformance with current requirements of Section 1861 of the Labor Code of the State of California, the undersigned Bidder confirms the following as its certification:
1. "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."
 2. "Contractor represents that he has secured the payment of Worker's compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provision of said Code. Contractor shall supply the Owner with certificates of insurance, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten-day notice of cancellation. If Contractor self-insure should be provided the Owner."

AUTHORITY TO SIGN

- A. The undersigned has the legal authority to bind Bidder to a contract for the execution of the Work.

BIDDER IDENTIFICATION

Legal name of Bidder: _____

B. Type of firm: ___ sole proprietor ___ partnership ___ corporation

Other: _____

If corporation, incorporated in the State of: _____

C. California Contractor's License:

1.	Number	2.	Classification	3.	Expiration Date
----	--------	----	----------------	----	-----------------

D. Bidder's Business Address: _____

E. Business Telephone: _____ Business Fax Number: _____

LIST OF SUBCONTRACTORS

- A. The Bidder is to list below the name and location of place of business of each subcontractor who will perform work or labor or render service to Contractor in or about the construction of the Work in an amount in excess of 0.5 percent of Bidder's TOTAL BID, and the portion of the Work which will be done by each subcontractor.
- B. The undersigned Bidder understands that circumvention by Bidder of the requirement to list subcontractors by the device of listing one subcontractor who will in turn sublet portions constituting the majority of the Work is a violation of the Subletting and Subcontracting Fair Practices Act (Division 2, Part 1, Chapter 4, of the California Public Contract Code) and shall subject Bidder to the penalties set forth in said Act (Section 4110 and 4111 of said Code).

1. Subcontractor: _____

Business Address: _____

Telephone No.: _____ Fax No.: _____

Contractor's License No.: _____

Trade / Item of work: _____

2. Subcontractor: _____

Business Address: _____

Telephone No.: _____ Fax No.: _____

Contractor's License No.: _____

Trade / Item of work: _____

3. Subcontractor: _____

Business Address: _____

Telephone No.: _____ Fax No.: _____

Contractor's License No.: _____

Trade / Item of work: _____

LIST OF SUBCONTRACTORS

Continued

4. Subcontractor: _____
Business Address: _____
Telephone No.: _____ Fax No.: _____
Contractor's License No.: _____
Trade / Item of work: _____

5. Subcontractor: _____
Business Address: _____
Telephone No.: _____ Fax No.: _____
Contractor's License No.: _____
Trade / Item of work: _____

6. Subcontractor: _____
Business Address: _____
Telephone No.: _____ Fax No.: _____
Contractor's License No.: _____
Trade / Item of work: _____

Use additional sheets if needed

**INFORMATION REQUIRED OF BIDDER
GENERAL INFORMATION**

Bidder shall furnish the following information. Additional sheets may be attached if necessary.

Address: _____
 Type of Firm: Individual ___ Partnership ___ Corporation ___
 Telephone _____ Fax _____ email: _____
 Contractor's License: State _____ License No. _____ Exp. Date _____
 Names and titles of all members of the firm:

Number of years as a contractor in construction work of this type: _____

“All bidders shall list four similar projects along with the contact information for each that the bidder has satisfactorily completed or participated in work or projects similar to that required by these specifications, to the satisfaction of the entity for which the work was done. In the event the bidder has not participated in work or projects of a similar nature to that called for by these specifications, the bidder shall submit two letters of recommendation or other similar evidence of satisfactory performance of projects of any nature for other entities.”

<u>Contract Amount</u>	<u>Project Type</u>	<u>Date Completed</u>	<u>Owners Name/ Address/Phone</u>	<u>Project Manager</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

It is strongly recommended that each bidder make a site visit and inspect.

Person who inspected site of the proposed work for your firm:

Name: _____ Date of Inspection: _____

NOTE: If requested by the City, the bidder shall furnish an audited financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of his current financial condition.

All representations are made under penalty of perjury.

Signed: _____ Title/Date: _____

Signed: _____ Title/Date: _____

CITY OF REEDLEY

Fax: (559)637-2139

**Request for Interpretation of Contract Documents
Reedley City Street Improvements (Phase III) CDBG Project No. 11571**

Date: _____ **Time:** _____

Company: _____

Contact Person: _____

Address: _____

Telephone: _____ **Fax:** _____

Plan Sheet: _____

Specification Section: _____

INTERPRETATION REQUESTED: _____

REPLY: _____

All requests and replies will be published on the City's web site at: **www.reedley.ca.gov** in addition to being faxed to plan holders.

BIDDERS LIST

All prospective bidders are required to provide the following information for all DBE and non-DBE subcontractors, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. The City of Reedley will use this information to maintain and update a “Bidders” List to assist in the overall annual goal DBE goal setting process. *To the extent permitted by law, all information submitted will be held in strict confidence and will not be shared without your consent.*

Firm Name: _____

Phone: _____ Fax: _____

Address: _____

Contact Person: _____

No. of years in business: _____

Is the firm currently certified as a DBE under 49 CFR Part 26? Yes No

Type of work/services/materials provided by firm: _____

What were the firm’s Gross Annual receipts for last year? (Check one)

- _____ Less than \$1 Million
- _____ Less than \$5 Million
- _____ Less than \$10 Million
- _____ Less than \$15 Million
- _____ More than \$15 Million

Please copy as needed.

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

TO THE CITY OF REEDLEY
DEPARTMENT OF PUBLIC WORKS

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Code 7106 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.

Signature of Affiant

Subscribed and sworn to before me
this ____ day of _____ 20__

Signature of Notary Public in and for the County of _____,
State of California

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.

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

The bidder ____, proposed subcontractor ____, hereby certifies that he has ____, has not ____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ____, has not ____, 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.

(Company)

By: _____

(Title)

Date: _____

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 Director, Office of Federal Contract Compliance, U. S. Department of Labor.

NOTE: The bidder shall check Box A or Box B. If the bidder does not check a box it will be deemed that he has checked Box A.

The bidder certifies that:

A. () I do not intend to subcontract any work on this project.

B. () I do intend to subcontract portions of the work on this project.

In accordance with the provisions of Section 2- 1.04, "Disadvantaged Business Enterprise," in the special provisions, I have taken affirmative action to seek out and consider minority business enterprises for the portions of the work which are intended to be subcontracted. In addition, I will take such affirmative action on any future subcontracting for the life of this contract.

Category of Work:	Contact	Name/Address/Phone	Results of Contact:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The above certification is required by Executive Order 11625.

Bidder: _____

By: _____

Date: _____

Title: _____

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

The bidder ____, proposed subcontractor ____, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

() No Exceptions

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of this Certification.

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Bidder/Subcontractor: _____

By: _____

Date: _____

Title: _____

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, 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 an 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 an 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 Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, 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 a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any 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. 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 and/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 followup 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 1st 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 organizational 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 identified 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 commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) 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).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing 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, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

STATEMENT OF WORK FORCE NEEDS

(See following for instructions)

Preliminary (Anticipated)

Final (Completion)

PROJECT: _____

Contract No. _____

CDBG No. _____

Part I: Employment and Training

A. Job Category	NEW HIRES FOR THIS PROJECT			AGGREGATE WORK FORCE	
	B. Total Number of New Hires	C. No. of Lower Income New Hires	D. % of Total Staff Hours of New Hires that are Lower Income	E. % of Total Staff Hours for Lower Income Employees & Trainees	F. Number of Lower Income Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List Trade					
Trade					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total					

BIDDER: _____

BY: _____ DATE: _____

TITLE: _____

Page ____ of ____

STATEMENT OF WORK FORCE NEEDS

(See following for instructions)

Preliminary (Anticipated)

Final (Completion)

PROJECT: _____

Contract No. _____

CDBG No. _____

Part II: Contracts Awarded

1. Construction Contracts

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts

A. Total dollar amount of non-construction contracts awarded on the project	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by this project, to the greatest extent feasible, toward low and very-low income persons, particularly those who are recipients of government assistance for housing. (Check all that apply)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the County, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the project is located.
- Other; describe below.

BIDDER: _____

BY: _____ DATE: _____

TITLE: _____

Page ____ of ____

INSTRUCTIONS FOR STATEMENT OF WORK FORCE NEEDS

(also see page EMPO-3 in the project specifications)

This form must be completed and submitted by the Bidder prior to award of the Contract. Award may be expedited if the form is submitted with the Bid. Failure to submit the form prior to award will result in rejection of the bid.

The form will also be submitted by the Prime Contractor upon completion of the project.

When submitting with bid or prior to award, enter anticipated work force needs. When submitting at project completion, enter actual work force used.

Contractors on this project are subject to Section 3 requirements and must maintain appropriate documentation to establish that HUD financial assistance for the project was directed toward low- and very-low income persons.*

Part I: Employment and Training

A. Job Category	For construction positions, list each trade and provide data in Columns B-F for each trade where persons were employed.
B. Number of New Hires	Enter the number of new hires for each category of workers identified in Column A. New hire refers to a person who is not on the contractor's payroll for employment at the time of Selection for the Section 3 covered award.
C. Number of Lower Income New Hires	Enter the number of lower income new hires for each category of workers identified in Column A.
D. Percentage of Lower Income New Hire Staff Hours	Enter the percentage of all the staff hours of new hires worked by lower income new hires. Include staff hours for part-time and full-time positions.
E. Percentage of Total Staff Hours for Lower Income Employees & Trainees	Enter the percentage of the total staff hours worked by lower income employees and trainees. Include staff hours for part-time and full-time positions.
F. Number of Lower Income Trainees	Enter the number of lower income persons that were trained in connection with this project.

Part II: Construction Contracts

Where referenced, Section 3 businesses are defined in HUD's regulations at 24 CFR 135 as businesses which meet at least one of the criteria listed below:

1. A business that is at least 51 percent owned by Section 3 residents.
2. A business whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents.
3. A business that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in criteria 1 or 2.

Part III: Summary of Efforts - Self-explanatory

* For purposes of this Section 3 covered project, "lower income residents" means any individual who resides within the area of a Section 3 covered project, and whose family income does not exceed that shown in the table below.

PROJECT AREA FRESNO COUNTY	NUMBER OF PERSONS IN FAMILY							
	1	2	3	4	5	6	7	8
80% of Median Income=	31,550	36,050	40,550	45,050	48,700	52,300	55,900	59,500

CHARTER OF THE COUNTY OF FRESNO

APPENDIX A

SECTION 41

SECTION 41: No officer or employee shall be interested directly or indirectly in any contract or transaction with the County or become a surety upon any bond given to the County.

No officer or employee shall receive any commission, money, or thing of value, or derive any profit, benefit, or advantage, directly or indirectly, from or by reason of any dealings with, or service for the County, by himself or otherwise, except his lawful compensation as such officer or employee.

As to members of appointive boards and commissions only, the following standards shall apply. No appointive board or commission member shall be financially interested in any contract made by any body or board of which he is a member. The meaning of the terms "financial interest" and "made" shall be consistent with State law. Nothing contained herein shall be construed to apply to a member of a board or commission which is purely advisory.

Any violation of the provisions of this section shall render the contract or transaction involved voidable at the option of the Board of Supervisors. It shall be the duty of every officer and employee who has knowledge of any violation of the provisions of this section to immediately report such violation to the Board of Supervisors. Failing to do so, he may be removed from his office or employment. (Amended June 3, 1980).

MM:pl
G:\7205ComDev\CDBG and GRANT PERM FILES\Masters\7486-P Charter of the County of Fresno Section 41.doc
December 4, 2007

Public Improvement Agreement

for

Community Development Block Grant

Project No. 11571

**REEDLEY CITY STREET IMPROVEMENTS
(PHASE III)**

BY AND BETWEEN

THE CITY OF REEDLEY

AND

(Contractor)

PUBLIC IMPROVEMENT AGREEMENT

THIS AGREEMENT made at the City of Reedley, by and between _____,
HEREINAFTER CALLED the Contractor and the CITY OF REEDLEY, hereinafter called the
OWNER.

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree
as follows:

SECTION A

The Contractor agrees to furnish all labor and materials, including tools, implements, and
appurtenances required, and to perform all work in a good and workmanlike manner, free from any
and all liens and claims of mechanics, materialmen, Subcontractors, artisans, machinists, teamsters,
draymen, and laborers, required for: **CDBG Project No. 11571, Reedley City Street Improvements
(Phase III)**, in the City of Reedley, including all appurtenances thereto, in strict compliance with the
Construction Documents dated April 2012.

SECTION B

The Contractor and the Owner agree that the Bid and Contract Documents dated March 2012,
including the bid as submitted by the Contractor, the Prevailing Wage Rate Determination as
determined by the State Director of Industrial Relations, or Federal Wage Rate Determination as
determined by the Secretary of Labor, whichever is higher, the Standard Plans and Specifications
dated May 2006, of the State of California, Department of Transportation, and any supplementary
specifications referenced therein, the Project Special Provisions dated March 2012, the Project Plans
and Drawings, Addenda, Change Orders, Payment Bond, Performance Bond, Notice of Award and
Notice to Proceed, City of Reedley 2007 Standard Plans and Specifications (all applicable terms),
together with this Agreement, form the contract, and they are as fully a part of this contract as if
herein repeated. No part of said Specifications which is in conflict with any portion of this
agreement shall be considered as any part of this agreement, but shall be utterly null and void.

SECTION C

The Owner agrees to pay the Contractor in current funds for the Performance of the contract,
_____ (\$_____), it being understood that said price is
based upon the estimated quantities of materials to be used as set forth in the Proposal, and upon
completion of the project the final contract price shall be revised, if necessary, to reflect the true
quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto
attached.

SECTION D

If the Contractor shall be adjudged as bankrupt, or if he makes a general assignment for the benefit of
his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his
Subcontractors should persistently or repeatedly refuse or should fail, except in cases of materials, or
if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently
disregard laws, ordinances, or the instructions of the City Engineer of the City of Reedley,
hereinafter referred to as Engineer, then the Owner may upon certificate of the Engineer when
sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety
of its intention to terminate the contract, and unless within five (5) days after service of such notice,

such violations shall cease and satisfactory arrangement for correction thereof be made, the contract shall, upon the expiration of said five (5) days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety will be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner, may without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administration services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, and damage incurred through the Contractor's default, shall be certified by the Engineer.

SECTION E

With respect to any work required to be done under this contract, the Contractor shall indemnify and hold harmless the Owner (City of Reedley), the County of Fresno, HUD, the State of California, the United States of America, and all other participating public agencies whether or not said agencies are named herein who have jurisdiction within the areas under which the work is to be performed and all officers, officials, volunteers and employees of the Owner, the County of Fresno, HUD, the State of California, the United States of America and said other participating agencies against any and all claims, demands, causes of action, damages, (including damages to the Owner's property or property of any participating agencies) costs, or liabilities (including costs, or liabilities of the Owner, the County of Fresno, HUD, or the participating agencies with respect to its employees) in law or in equity of every kind and nature whatsoever, directly or proximately resulting from or caused by the performance of the contract whether such performance by the Contractor, his Subcontractor, or anyone directly or indirectly employed by him; and the Contractor shall, at his sole risk and expense, defend any and all suits, actions, or other legal proceedings, which may be brought or instituted by third persons against the Owner, the County of Fresno, HUD, their participating agencies, their officers and employees on any such claim, demand, or cause of action and the Contractor shall pay and satisfy any judgment or decree which may be rendered against the Owner, the County of Fresno, HUD, their participating agencies, their officers and employees and any such suit, action, or other legal proceedings.

The Contractor shall furnish the Owner with a Certificate of Insurance, indicating insurance coverage with respect to the liability assumed by the Contractor under the provisions of this article, and shall further indicate insurance coverage with minimum limits as shown in the project specifications.

The Certificate of Insurance shall further provide that a minimum thirty (30) days notice of cancellation or reduction in coverage shall be given the Owner.

An Additional Insured Endorsement to the Contractor's Liability Insurance policy naming the City of Reedley, the County of Fresno, HUD, its officers, officials, employees and volunteers, and other participating public agencies (if applicable) and all officers and employees of the above shall also be furnished.

SECTION F

Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with the insurance data and certificates as set forth in the specifications. The Certificates of Insurance evidence that Worker's Compensation Insurance is in effect as well as employer's liability insurance with limits of \$1,000,000 per accident and providing that the Owner will receive thirty (30) days notice of cancellation. If the Contractor self-insures Worker's Compensation, Certificate of Consent to Self-insure shall be provided the Owner.

SECTION G

Contractor shall forthwith furnish in triplicate a faithful performance bond in an amount equal to One-Hundred (100%) percent of the contract price and a payment (labor and materials) bond in an amount equal to One-Hundred (100%) percent of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

The payment bond shall include a provision that if the Contract or his Subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract or (b) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of the employees of the Contractor and Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

SECTION H

Should either party to the contract bring an arbitration or mediation proceeding or other action to enforce any provisions of the contract, including an action pursuant to Public Contract Code Section 20104.4, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs in connection therewith. The term "prevail" as used in this section shall include any action at law, in equity, or pursuant to arbitration in which either party has been successful.

SECTION I

The improvement contemplated in the performance of this contract is a U.S. Department of Housing and Urban Development, Community Development Block Grant improvement over which the County of Fresno shall exercise general supervision. The County of Fresno therefore, shall have the right to assume full and direct control over this contract whenever the County of Fresno, at its sole discretion, shall determine that its responsibility to the United States so requires.

SECTION J

The Contractor shall effect and maintain in the name of the Contractor and the Owner "All Risk" (excluding Earthquake and Flood) Builders Risk Insurance upon the entire work of this contract to One-hundred (100%) percent of the replacement value thereof, including items of labor and materials in place or to be used as part of the permanent construction, including surplus miscellaneous materials and supplies incident to the work, and such scaffolding, staging, towers, forms and equipment as are not owned or rented by the Contractor, the cost of which is not included in the cost of the work. EXCLUSIONS: This insurance does not cover any tools owned by mechanics, any tools, equipment scaffolding, staging, towers. And forms, rented or owned by the Contractor, the capital value of which is not included in the cost of the work or any shanties or other structures erected for the sole convenience of the workmen. Permission is granted for deductible on perils other than fire and Extended Coverage Endorsement perils of not more than Five-hundred (\$500) dollars.

In the event of a partial or total destruction by the perils insured against, of any or all of the work and/or materials herein provided for, at any time prior to the final completion of the contract and the final acceptance by the Owner of the work or materials to be preformed of supplied thereunder, the Contractor shall promptly reconstruct, repair, replace, or restore all work or materials so destroyed or injured at his sole cost and expense. Nothing herein provided for shall in any way excuse the Contractor or his surety from the obligation of fulfilling all the required materials and completing the work in full compliance with the terms of the contract.

SECTION K

Time is of the essence. The improvement and work contemplated in the performance of this contract is predicated on suitable weather conditions as determined by the City Engineer. In the event the City Engineer determines that suitable conditions are not experienced during the contract period (after the notice to proceed) it is agreed that the contract may be delayed by weather and will be credited additional days as provided in the specifications, but no additional monetary compensation. Any such delay shall be documented and processed on the standard change order form.

IN WITNESS WHERE OF, they have executed this agreement the _____ day of _____, 2012.

CONTRACTOR

CITY

BY: _____

BY: _____
Nicole R. Zieba
City Manager

RECOMMEND FOR APPROVAL

BY: _____
Noe Martinez, PE
City Engineer

CITY OF REEDLEY
DEPARTMENT OF PUBLIC WORKS

SAMPLE PAYMENT BOND
(Section 3247, Civil Code)

Bond No. _____

WHEREAS, The City of Reedley, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

Installation of Type II Slurry seal and remove/replace existing striping/pavement markings throughout the central Reedley area.

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 2012

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety

(SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City of Reedley

On this _____ day of _____ in the year 2012 before me _____, personally appeared _____, personally known to me (or proved to me

Attorney-in-fact

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

Notary Public

CITY OF REEDLEY
DEPARTMENT OF PUBLIC WORKS

SAMPLE PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the City of Reedley , acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the “Contractor”, a contract for the work described as follows:

Installation of Type II Slurry seal and remove/replace existing striping/pavement markings throughout the central Reedley area.

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the City of Reedley in the sum of \$ _____ dollars (\$ _____), to be paid to said City its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the City of Reedley, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 2012.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City of Reedley

On this _____ day of _____ in the year 2012 before me _____, personally appeared _____, personally known to me (or proved to me

Attorney-in-fact

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

Notary Public

BID PROTEST PROCEDURE

The lack of prompt procedure to resolve disputes regarding the bidding process would impair the Owner's ability to carry out its purpose of contracting this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in these Contract Documents, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the Owner for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. Any Bid protest must be submitted in writing to the City before 5:00 p.m. on the fifth (5th) working day following Bid opening.
2. The Bid protest must contain a complete statement of the basis for the protest, and all supporting documentation. A non-refundable fee of One Thousand Dollars (\$1,000) made payable to the "City of Reedley" shall accompany the protest documents and will be used by the Owner to recover costs in evaluating the bid protest. A bid protest submitted without the requisite fee will be considered incomplete and will not be considered by the Owner.
3. The party filing the protest must have actually submitted a Bid for the work. A subcontractor of a party submitting a Bid for the work may not submit a Bid protest.
4. A party may not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.
5. The protest must refer to the specific portion of the Contract Documents which forms the basis for the protest.
6. The protest must include the name, address and telephone number of the person representing the protesting party.
7. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other Bidders, and the Bid protest must contain proof of service of the Bid protest on the other Bidders.
8. The protested Bidder shall have up to five (5) working days after the filing of a Bid protest to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with the deliver to the Owner.
9. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.
10. The Owner will evaluate all proper Bid protests before the award of the contract to the lowest responsive and responsible Bidder.