

**CONTRACT PROPOSAL**

**CONTRACT NO. 2019-03  
2019/2020 CDBG ADA Curb Ramp Installation Project**

**NAME OF BIDDER** \_\_\_\_\_  
**BUSINESS P.O. BOX** \_\_\_\_\_  
**CITY, STATE, ZIP** \_\_\_\_\_  
**BUSINESS STREET ADDRESS** \_\_\_\_\_  
**CITY, STATE, ZIP** \_\_\_\_\_  
**TELEPHONE NO: AREA CODE ( )** \_\_\_\_\_  
**FACSIMILE NO: AREA CODE ( )** \_\_\_\_\_

The work for which this Proposal is submitted is for construction in accordance with the plans and specifications; said plans and specifications described below, including any addenda thereto, the Contract annexed hereto, and also in accordance with; the 2018 Standard Specification and Plans issued by the State of California, Department of Transportation, the reference specifications identified in the special provisions, the model codes identified on the drawings and special provisions, the labor surcharge and equipment rental rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates.

The special provisions for the work to be done are dated October 2019 and are entitled:

**PROPOSAL AND CONTRACT  
SPECIAL PROVISIONS  
FOR THE CONSTRUCTION OF**

**CONTRACT NO. 2019-03  
2019/2020 CDBG ADA CURB RAMP INSTALLATION PROJECT**

The project plans for work to be done are incorporated into Special Provisions Appendix and are entitled:

**APPENDIX E - CONTRACT PLANS**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total amount of all items.

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In the case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail except as provided in (a) or (b), as follows:

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

If this Proposal shall be accepted and the undersigned shall fail to enter into the Agreement and furnish the bond in the sum required, with surety satisfactory to the City, within 10 days, not including Saturdays, Sundays and legal holidays, after the Bidder has received notice from the City that the Contract has been awarded, the City may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the City.

The undersigned, as Bidder, understands and agrees that the City is not responsible for errors and or omissions on the part of the undersigned in making this proposal; and the City retains the right to reject any or all Proposals or delete any bid item.

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 has carefully examined the location of the proposed work, the annexed proposed form of Agreement, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the City of Pittsburgh, in the form of the copy of the Agreement annexed hereto, to provide all necessary 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 will take in full payment therefore the following prices, to wit:

**Contract 2019-03, 2019/2020CDBG ADA Curb Ramp Installation Project**

**BID SCHEDULE**

Item	Item Description	Qty	Unit	Unit Price	Item Total
1	Mobilization	1	LS		
2	Traffic Control	1	LS		
3	Sediment & Erosion Control	1	LS		
4	Utility Potholing	1	LS		
5	Clearing and Grubbing	1	LS		
6	Excavation & Grading	1	LS		
7	Demolish Sidewalk	6,570	SF		
8	Ramp and Sidewalk (within ramp limits)	5,800	SF		
9	Curb and Gutter (within ramp limits)	1,440	LF		
10	Curb and Gutter (outside ramp limits)	200	LF		
11	Sidewalk (outside ramp limits)	770	SF		
12	Furnish/Install C.B Inlet Top & Grate	2	EA		
<b>TOTAL BASE BID</b>					

Any items not listed above shall be considered incidental to complete the project in a satisfactory and acceptable manner per project plan and specification.

The low Bidder for purposes of award will be the conforming responsible Bidder offering the lowest total amount for the Base Bid Items.

**Contractor Name:** \_\_\_\_\_

**Quantities of Work:**

It is understood and agreed that the quantities of work under each item are approximate only, being given for a basis of comparison of proposals, and the City reserves the right to increase or decrease the amount of work under any item as may be required. Such quantity changes shall not be cause for consideration of additional compensation by the Contractor. It is also understood and agreed that the total amount of money set forth for each item of work or as the total bid amount for the project does not constitute an agreement to pay a lump sum for the work unless it specifically so states. In addition, the City reserves the right to delete items in its entirety during the contract.

**Increase and/or Decreased Quantities of More Than 25 Percent**

A. The provisions of Part 1, section 4-3.1 of the Standard Specifications and section 5-1.03B(1), "Increases of More Than 25 Percent", and 4-1.03B(2), "Decreases of More Than 25 Percent", of the State Specifications shall not apply.

**Proposed Subcontractors Statement**

The following is a complete and true list of all proposed subcontractors for the work of this Contract, whose subcontract amount exceeds one-half of one percent of the total amount of the bid. If the Bidder fails to specify a subcontractor for a portion of the work in excess of one-half of one percent of the total bid, the bidder agrees that he is fully qualified to perform that portion of the work and that he shall perform that portion of the work himself. Failure to list a subcontractor may result in disqualification of the Bidder.

Bid Due Date: \_\_\_\_\_

Name and Address of Subcontractor*	Work to Be Performed*	Dollar Amount or Percentage*	*Contractor's License
			Class
			CSLB#
			DIR #
			Class:
			CSLB#
			DIR#
			Class:
			CSLB#
			DIR#
			Class:
			CSLB#
			DIR#
			Class:
			CSLB#
			DIR#
			Class:

\* indicates required information from the Subcontractor (Attach Additional Sheets If Necessary).

**Technical Ability & Experience Statement**

The following is a true and complete list of work I / we have successfully completed, which was similar in scope and character to that proposed herein. (Provide reference information enough to verify.)

---

---

---

---

---

(Attach Additional Sheets, If Necessary.)

**Personnel Experience Statement**

The following is a list of personnel (including a record of each person's experience, knowledge and ability) who, if awarded the contract, will be available to actively supervise the work and the work will be directed by one of these persons.

---

---

---

---

---

(Attach Additional Sheets, If Necessary.)

**Public Contract Code Section 10162 Questionnaire**

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

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

YES \_\_\_ NO \_\_\_

If YES, explain the circumstances in the following space:

---

---

---

---

---

(Attach additional sheet, if necessary.)

**Government Code Section 10232 Statement**

In accordance with Government Code Section 10232, the Bidder hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Bidder within the immediately preceding two (2) year period due to the Bidder's failure to comply with an order of a federal court which orders the Bidder to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

**NONCOLLUSION AFFIDAVIT**

**(Public Contract Code Section 7106)**

**NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the  
foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

\_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_ [state].



**Inspection of Site Statement**

I have, either by personal examination or other means of my choice, inspected the site of the proposed work and to my satisfaction am aware of the actual conditions that exist at the site of the proposed work which may affect the work involved in this Contract and the conditions thereof.

**General Prevailing Wage Rates Statement**

The State of California General Prevailing Wage Rates are hereby incorporated into these Contract Specifications by this reference.

If awarded the Contract, I/we will not pay less than the latest General Prevailing Wage Rates of the State of California (including any and all amendments thereto) to each employee working in connection with this Contract.

**Workmen's Compensation Insurance Statement**

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code. If awarded the Contract, I will comply with such provisions and provide the City of Pittsburg with a certificate (satisfactory to the City) verifying same before commencing the work of this Contract.

**City Business License Statement**

If awarded this Contract, I, and each subcontractor employed in connection with this Contract, either has, or will obtain, a City of Pittsburg Business License prior to commencing any work under this Contract.

**Contractor Registration with Department of Industrial Relations**

I am aware that I, and each subcontractor, must be currently registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

**Standard Specifications & Plans Statement**

I am in possession of the latest edition of the Standard Specifications and Plans and that this Proposal was prepared in compliance with the provisions thereof

**SIGNATURE OF BIDDER**

Accompanying this Proposal is a \_\_\_\_\_(insert "Money Order", "Cashier's Check", "Certified Check" or "Bid Bond") in the sum of at least ten (10) percent of the total bid amount).

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

**IMPORTANT NOTICE** If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, the name of the partnership, the names of all individual partners; if bidder or other interested person is an individual, state first and last names in full.

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

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

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_ DIR# \_\_\_\_\_

**ADDENDA** This Proposal is submitted with respect to the changes to the contract included in addenda number(s) \_\_\_\_\_. (Fill in any addenda numbers if addenda have been received.)

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162 and 10232 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California that the Noncollusion Affidavit required by Public Contract Code Section 7106 are true and correct.

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

**SIGN HERE>>>>>>**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Contract No. 2019-03  
2019/2020CDBG ADA Curb Ramp Installation Project  
BID BOND  
(TO ACCOMPANY PROPOSAL)**

**KNOW ALL MEN BY THESE PRESENT;**

1. That we, \_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_ as SURETY, are held and firmly bound unto the **City of Pittsburg** in the sum of TEN (10) PERCENT OF THE TOTAL AMOUNT OF THE BID PROPOSAL submitted by PRINCIPAL to the City of Pittsburg for the work described below for which payment well and truly to be made to said City, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents. In no case shall the liability of the SURETY hereunder exceed the amount of \$\_\_\_\_\_.

**THE CONDITION OF THIS OBLIGATION IS SUCH;**

That PRINCIPAL has submitted a bid proposal to the City of Pittsburg, for Contract No. 2019-03, 2019/2020 CDBG ADA Curb Ramp Installation Project for which bids are to be opened at 65 Civic Avenue, Pittsburg, California on \_\_\_\_\_ ,  
*(Insert Date of bid opening)*

If PRINCIPAL is awarded the Contract and presents to the City the properly executed Agreement (accompanied by the required bonds, certificates of insurance, and any other document required in the Contract Specifications) within the time and in the manner prescribed in the Contract Documents, then this obligation shall become null and void. In any other case, it shall be, and remain, in full force.

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 any reasonable attorney's fees fixed by the Court.

The Bond **MUST** be signed by a Guaranty or Surety company listed in the latest issue of the U. S. Treasury Circular 570 or an admitted insurer through the California Department of Insurance and the penal sum shall be within the maximum specified for such company.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

PRINCIPAL:

\_\_\_\_\_

SURETY:

\_\_\_\_\_

BUSINESS MAILING ADDRESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The signature of those executing for the SURETY must be properly acknowledged.