



ADDENDUM NO. 1

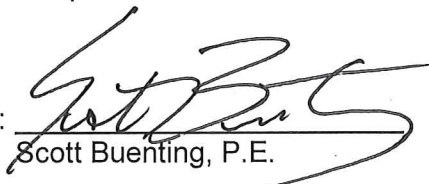
TO
CONTRACT DOCUMENTS
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT
DOWNTOWN ROADWAY PAVEMENT REHABILITATION
PHASE 9
in
ANTIOCH, CALIFORNIA
P.W. 678-9

ISSUED
July 8, 2022

This Addendum No. 1 must be signed by the bidder and attached to the CONTRACT PROPOSAL PACKAGE for consideration by the City. The City reserves the right to disregard any proposal, which does not include this Addendum. The City may waive this requirement at its sole discretion.

- 1) The attached "Revised Instruction to Bidders" and "Revised Bid Forms", pages RP-1 through RP-33 shall replace the "Instruction to Bidders" and "Bid Forms", pages P-1 through P-26.

Prepared By:


Scott Buening, P.E.



BIDDER'S CERTIFICATION

I acknowledge receipt of this Addendum No. 1 and accept all conditions contained herein.

Bidder

By:

**Title: Community Development Block Grant
Downtown Roadway Pavement Rehabilitation
Phase 9 (P.W. 678-9)**

**Bids to be received by 2:00 p.m.
August 2, 2022
Office of the City Clerk,
City Hall, Antioch, CA**

REVISED INSTRUCTIONS TO BIDDERS

1.01 GENERAL

A. Bidders are directed to submit firm unit and lump sum prices for all work set forth in the Contract Documents on the following form entitled "Schedule of Bid Prices" ("Schedule").

Unit prices, lump sum prices and extended amounts must be entered in the appropriate spaces provided in the Schedule. Unit prices shall be multiplied by the Quantities shown, and the total shall be inserted in the EXTENDED AMOUNT column. In the event of any error or discrepancy between the Unit Price and the calculated EXTENDED AMOUNT, the Unit Price shall govern.

The amounts shown in the EXTENDED AMOUNT column must be added together in arriving at the Total Bid Price, including any Bid Options amount (if applicable). Any mathematical errors that appear on the face of the bid will be corrected by the City and the City will use the mathematically corrected total in its bid evaluation.

Amounts for Allowance bid items must be entered in the exact amount in the EXTENDED AMOUNT column.

The prices included within the Schedule of Bid Prices include all costs for labor, materials, tools, equipment, services, subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit and all other costs necessary to perform the work in accordance with the Contract Documents.

PLEASE TAKE NOTE: This Project is covered by the Project Stabilization Agreement entered into on February 28, 2022 by and between the City of Antioch and the Contra Costa Building and Construction Trades Council and its affiliated local Unions ("PSA"). A copy of the PSA is included in Division 'D' of the Special Provisions the Notice Inviting Bids. By accepting work under a construction contract for this Project, whether as a contractor or a subcontractor, all contractors and, or employers agree to be bound by each and every provision in the PSA and agree to evidence their acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached as Addendum A to the PSA.

B. The Total Bid Price shall be the sum of the amounts bid for each of the designated portions of the work, including the Base Bid and any Bid Options. The contract shall be awarded on the basis of the Total Bid Price.

1.02 BID CONDITIONS (Laws, Regulations & Responsibilities)

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract, Section 3, Section 109, and E.O. 11246. You are strongly encouraged to read "A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects" January 2012, located online at <http://portal.hud.gov/hudportal/documents/huddoc?id=4812-LRguide.pdf>

The Davis-Bacon Act (DBA). The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. THIS PROJECT IS FUNDED WITH FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, AND SUBJECT TO DAVIS-BACON WAGE RATES.

The Contract Work Hours and Safety Standards Act (CWHSSA). CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

The Copeland Act (Anti-Kickback Act). The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

The Fair Labor Standards Act (FLSA). The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA.

Section 3 program. Requires that you, as prime contractor on this project, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. The Section 3 requirements stipulate that local low-income persons, and businesses that substantially employ those persons, receive priority consideration for a percentage of new training, employment, and contracting opportunities that are created from these HUD funds. Please visit www.hud.gov/section3 for more information on the requirements of Section 3.

1.03 BID PRICES

Davis Bacon wage decision CA20210018, 12/24/21 is included in this packet for formulating the Contractor's initial bid prices. However, the applicable wage decision that shall apply to the Contract shall be the decision that is in place **10 days before bid opening**. Contractor may adjust the bid up until the bid receipt deadline.

Thereafter, the Contractor's bid prices provided on a unit price basis shall remain firm and shall not be subject to adjustment. The provisions of Section 4-1.03 (B) of the Standard Specifications regarding increased or decreased quantities shall not apply.

1.04 UNBALANCED BIDS

All prices provided for each bid item shall be inclusive of all direct costs of the covered work (including all direct costs of subcontractors and suppliers), plus a proportionate share of the costs for general requirements, overhead, insurance, applicable taxes, and any other indirect costs and profit.

Bidders are strongly discouraged from submitting unbalanced bids. As used herein, the term "unbalanced bid" is defined as any bid that does not include a reasonable proportionate allocation of indirect costs and profit to each bid item indicated in the Schedule of Bid Prices. The City reserves the right to reject any unbalanced bid if the City determines that there is a reasonable doubt that an acceptance of the bid will not result in the lowest ultimate cost to the City with regard to the work.

The City reserves the right to delete any bid item in its entirety and/or significantly reduce the quantity of work under a bid item. The City makes no representation that any work under a bid item will be performed during the course of the Project or that the work will be performed at the quantities indicated in the Schedule of Bid Prices. Contractor shall not be entitled to payment of the indirect costs and profit included for said bid item. All bid items shall be considered distinct and severable from the remaining bid items and each Bidder acts at its peril if its bid is unbalanced.

REVISED BID FORMS

Due on or before the date of Bid Opening

Each of the following Bid Forms must be completed as part of each Bidder's bid and shall be submitted before the specified time and date of the Bid Opening as identified in the Notice Inviting Bids.

1. Bid Letter (including acknowledgement of receipt of Addenda)
2. List of Subcontractors
3. Acknowledgement of Insurance Requirements
4. Bidder's Guaranty: Bidder's Bond or Irrevocable Standby Letter of Credit
5. Non-Collusion Certification
6. Bidder's Statement of Qualifications and Business References
7. Schedule of Bid Prices
8. City of Antioch – Section 3 Pre-Award Compliance Certification
9. City of Antioch - Minority and Women's Business Enterprise Utilization Worksheet
10. City of Antioch – Contractor & Subcontractor CDBG Reporting
11. City of Antioch - Certification of Bidder Regarding Equal Employment Opportunity

BID LETTER
TO THE CITY OF ANTIOCH
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT
DOWNTOWN ROADWAY PAVEMENT REHABILITATION
PHASE 9
IN
ANTIOCH, CALIFORNIA
(P.W. 678-9)
CONTRACT

Pursuant to the Notice Inviting Bids, the undersigned bidder herewith submits a bid on the Bid Forms attached hereto and made a part hereof, and binds itself on award by the City of Antioch under this bid to execute a Contract in accordance with its bid and the Contract Documents.

The Notice Inviting Bids, Instructions to Bidders, Description of Project, General Provisions, Special Provisions, Technical Specifications, Contract Plans, and Addenda, if any, are made part of this bid and all provisions thereof are hereby accepted, and all representations and warranties required thereby are hereby affirmed.

This offer shall be irrevocable for a period of ninety (90) days after the date on which bids are opened.

The undersigned bidder understands that any clarification made to the above or any new and different conditions or information submitted on or with its Bid Forms, other than that requested, may render the bid non-responsive.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation and in submitting this bid, that it has carefully examined the location of the proposed work, the attached proposed form of contract, and the plans, specifications and the other Contract Documents; and agrees if this bid is accepted, that it will contract with the City of Antioch, on the form of contract included with these specifications, to provide all necessary labor, materials, equipment, machinery, apparatus and other means of construction, and to do all the work specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the City as therein set forth, and that he will accept all full payment therefore based on the item prices set forth in its Schedule of Bid Prices.

The prices included within the Schedule of Bid Prices include all costs for labor, materials, tools, equipment, services, subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit and all other costs necessary to perform the work in accordance with the Contract Documents.

All Contractors and subcontractors listed on the Bid Forms must be registered with the Department of Industrial Relations. No contract will be awarded to a Contractor or subcontractor unless registered with Department of Industrial Relations.

The undersigned bidder acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

ADDENDA NO.(s). (if none, so state): _____

Name of Bidder: _____

Business Address: _____

Phone: _____ Fax: _____

Email: _____

Contractor's License No. _____

Contractor's DIR No. _____

License Expiration Date _____

Classification Type _____

If SOLE OWNER, sign here:

I sign as sole owner of the business named above:

If PARTNERSHIP, one or more partners sign here:

The undersigned certify that we are partners in the business named above and that we sign this bid with the full authority to do so:

If CORPORATION, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

By _____
*Signature of Authorized Official**

Title

Typewritten or Printed Name

By _____
*Signature of Authorized Official**

Title

Typewritten or Printed Name

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

*Signature of Authorized Official**

*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

*If bidder is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the City is provided demonstrating that such individual is authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws)

END OF BID LETTER

LIST OF SUBCONTRACTORS

The Bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all subcontractors that will perform work, provide labor or render services to the Bidder in connection with the project in an amount in excess of one-half of one percent of the total amount of Bidder's Total Bid Price.

Do not list alternative subcontractors for the same work. Use additional sheets if necessary.

NAME OF SUBCONTRACTOR	LICENSE NUMBER	DIR REGISTRATION NUMBER	LOCATION OF/ PLACE OF BUSINESS	TYPE & PERCENTAGE OF WORK
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

END LIST OF SUBCONTRACTORS

ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

INCLUDED IN THE BID PRICE IS FULL COMPENSATION
FOR PROCURING THE FOLLOWING REQUIRED INSURANCE
SUBJECT TO THE CONDITIONS AND ENDORSEMENTS
SET FORTH IN THE SPECIFICATIONS

- a. PERSONAL INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE of not less than limits of
FIVE MILLION DOLLARS (\$5,000,000) per occurrence and
FIVE MILLION DOLLARS (\$5,000,000) in the annual aggregate
- b. AUTOMOBILE LIABILITY INSURANCE of not less than limits of
FIVE MILLION DOLLARS (\$5,000,000) per occurrence/accident
- c. WORKERS' COMPENSATION INSURANCE, as per statutory requirement.
- d. EMPLOYER'S LIABILITY INSURANCE of not less than the limits of
ONE MILLION DOLLARS (\$1,000,000) per accident and
ONE MILLION DOLLARS (\$1,000,000) each employee by disease.

Signature of Bidder/Title

Date

END OF ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Antioch, hereinafter called CITY, in the sum of \$_____, being at least ten percent (10%) of the total amount of the bid, for the payment of which sum in lawful money of the United States of America to CITY we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has submitted said bid to CITY;

NOW, THEREFORE, if the principal is awarded a Contract by CITY and, within the time and in the manner required by the Specifications, enters into a written Contract with CITY and furnishes the requisite bond or bonds and insurance certificates, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by CITY and judgment is recovered, the Surety shall pay all costs incurred by CITY in such suit, including a reasonable attorney's fee to be fixed by the Court.

Dated _____, 20____.

TO BE CONSIDERED COMPLETE,
BOTH THE PRINCIPAL AND
SURETY MUST SIGN THIS
BIDDER'S BOND. IN ADDITION,
THE SURETY'S SIGNATURE
MUST BE NOTARIZED AND A
COPY OF THE SURETY'S POWER
OF ATTORNEY MUST BE
ATTACHED.

Principal

By: _____

Surety

By: _____

Address of Surety

END OF BIDDERS BOND

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(In accordance with California Public Contract Code Section 7106 and Title 23 United States Code Section 112)

State of California)
)
County of _____) ss.

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, 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 or 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.

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

By _____

Subscribed and sworn to before me,
a Notary Public in and for the
State of California, County of

_____, this _____ day of _____, 20____.

(Seal)

Signature of Notary Public

My commission expires _____, 20____

END OF NON-COLLUSION AFFIDAVIT

BIDDER'S STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES

Name Bidder _____

Address of Principal Office _____

Are you an individual _____, a partnership _____, a corporation _____ or a joint venture _____?
(Check as applicable)

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of venturers and if any venturer is a corporation, partnership or joint venture, list the same information for each such corporation, partnership and joint venture.

2. Are you licensed as a Contractor to do business in California? _____

License No. _____ Classification _____

For the following questions, if a joint venture, give information for each of the venturers, by name. Attach additional sheets if necessary.

3. How many years has your organization been in business as a Contractor under your present business name: _____

4. How many years of experience has your organization had in construction work similar to the work you are interested in bidding?

(a) As a general contractor? _____

(b) As a subcontractor? _____

5. Show all the projects your organization has completed during at least the last five years in the following tabulation: If your organization has been in existence for less than five years, show all the projects your key personnel have completed during the last five years in the following tabulation. (For joint venture work show the sponsoring individual or company). Attach additional sheets if necessary.

Year	Type of Work	Value of Work	Location	For Whom
------	--------------	---------------	----------	----------

6. Have you or your organization, or any officer or partner thereof, failed to complete a contract? _____ If so, give details. Attach additional sheets if necessary.

7. In what other lines of business are you financially interested? Attach additional sheets if necessary.

8. Name the persons with whom you have been associated in business as partners or business associates in each of the last five years. Attach additional sheets if necessary.

9. Give information below about the relevant experience of the principal individuals of your present organization including those individuals to be in responsible charge of this project. Attach additional sheets if necessary.

Individual's Name	Contact	Present Position of Office	Years of Construction Experience	Magnitude and Type of Work	In What Capacity
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10. Give information below about all your contract work underway, or for which you are committed. Attach additional sheets if necessary.

Type of Work	Location	Value	Percent Complete	Scheduled Completion Date	For Whom Performed
--------------	----------	-------	---------------------	---------------------------------	-----------------------

11. References: Give only engineers, architects, or owners, including public bodies, for whom you have done work: Attach additional sheets if necessary.

Name	Address	Business
------	---------	----------

_____	_____	_____
_____	_____	_____
_____	_____	_____

12. References: The following bank or banks can provide references as to the financial responsibility of the Bidder: Attach additional sheets if necessary.

(a) Name of Bank: _____
Address: _____
City and State _____ Telephone _____
Officer Familiar with Bidder's Account: _____

(b) Name of Bank: _____
Address: _____
City and State _____ Telephone _____
Officer Familiar with Bidder's Account: _____

(c) Name of Bank: _____
Address: _____
City and State _____ Telephone _____
Officer Familiar with Bidder's Account: _____

13. References: The following surety company or companies can provide references as to the financial responsibility and general reliability of the Bidder: Attach additional sheets if necessary.

(a) Name of Surety Company: _____
Name of Local Agent (if different) _____
Local Address: Street _____
City and State _____ Telephone _____
Person Familiar with Bidder's Account: _____

(b) Name of Surety Company: _____
Name of Local Agent (if different) _____
Local Address: Street _____
City and State _____ Telephone _____
Person Familiar with Bidder's Account: _____

14. Is any litigation pending against your organization? _____

If so, give details. Attach additional sheets if necessary.

15. Is any disciplinary action from a licensing board pending against your organization?

If so, give details. Attach additional sheets if necessary.

The undersigned bidder represents and warrants that the foregoing information is true and accurate to the best of its knowledge and the undersigned intends that the City rely thereof in awarding the attached contract.

Signature of Bidder

Title

Dated: _____, 20____

END OF BIDDER'S STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES

Title: Community Development Block Grant
Downtown Roadway Pavement Rehabilitation
Phase 9 (P.W. 678-9)

Bids to be received by 2:00 p.m.
August 2, 2022
Office of the City Clerk,
City Hall, Antioch, CA

SCHEDULE OF BID PRICES

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
1.	1	LS	Mobilization, complete in place for the lump sum price	\$	\$
2.	1	LS	Water pollution control, complete in place for the lump sum price	\$	\$
3.	1	LS	Traffic control, complete in place for the lump sum price	\$	\$
4.	1	LS	Removal and relocation of existing facilities, complete in place for the lump sum price	\$	\$
5.	1	EA	Tree removal, complete in place for the unit price per each	\$	\$
6.	600	LF	Concrete curb and gutter, complete in place for the unit price per linear foot	\$	\$
7.	400	SF	Concrete sidewalk, complete in place for the unit price per square foot	\$	\$
8.	200	SF	Concrete driveway approach, complete in place for the unit price per square foot	\$	\$
9.	7	EA	Concrete curb ramp - Modified type B, complete in place for the unit price per each	\$	\$
10.	2	EA	Concrete curb ramp - Modified type F, complete in place for the unit price per each	\$	\$
11.	600	SF	Concrete valley gutters, complete in place for the unit price per square foot	\$	\$
12.	950	CY	Roadway excavation, complete in place for the unit price per cubic yard	\$	\$
13.	15,000	SF	Stabilization fabric, complete in place for the unit price per square foot	\$	\$
14.	15,000	SF	Geogrid, complete in place for the unit price per square foot	\$	\$

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
15.	1,300	TN	Aggregate Base, complete in place for the unit price per ton	\$	\$
16.	30,000	SF	Cold planing 4-inch full width of roadway, complete in place for the unit price per square foot	\$	\$
17.	30,000	SF	Engineered pavement mat, complete in place for the unit price per square foot	\$	\$
18.	1,100	TN	Asphalt concrete, complete in place for the unit price per ton	\$	\$
19.	1	LS	Thermoplastic traffic stripes, pavement markers and pavement markings, complete in place for the lump sum price	\$	\$
TOTAL BID PRICE				\$	

TOTAL BID PRICE: _____
(Written in Words)

All costs associated with the work required in the Plans and Specifications must be included in the bid items. This certifies that the prices in the proposal include all work as shown in the Plans and Specifications necessary to complete the work, in place and in full working order.

Signature of Bidder

Company Name Printed

CITY OF ANTIOCH - SECTION 3 PRE-AWARD COMPLIANCE CERTIFICATION

Part 1: General Information

Project Name:	_____	Total Bid Price:	_____
Contractor Name:	_____	Bid Open Date:	_____
Contractor Address:	_____	City/State:	_____
Contact Person:	_____	Telephone #:	_____
Email:	_____	Contract \$/Date:	\$ _____ / ____ / ____

Part 2: Employment and Training of Section 3 Residents

The employment and training component of Section 3 applies to the prime contractor and all sub-contractors providing construction services or professional services to Antioch's CDBG and NSP programs. It is the responsibility of the Prime Contractor to enforce these same requirements within any sub-contracts. The established goal is 30% of new hires and trainees will be Section 3 residents. A Section 3 resident is defined as a resident of Antioch AND one whose income is 80% or below the area median income (as defined by HUD). Please note that the Section 3 resident must meet the minimum qualifications for the available job. **Complete columns A, B and C in the table below:**

(A) Job Category	(B) # of Anticipated New Hires and Trainees	(C) # of Column B that will be Section 3 Residents	(D) Column C Hours Worked on the Job	(E) Column B Hours Worked on the Job
Construction by Trade (list)				
Technical				
Office/Clerical				
Professional				
Other (list)				
TOTAL				

Part 3: Subcontract Awards - Section 3 Businesses

The contracting component of Section 3 applies to the prime contractor and all sub-contractors providing construction services or professional services to Antioch's CDBG and NSP programs. It is the responsibility of the Prime Contractor to enforce these same requirements within any sub-contracts. The established goals are (1) 10% of all construction contract dollar amounts will be awarded to Section 3 Businesses and (2) 3% of all non-construction contract dollar amounts will be awarded to Section 3 Businesses. Section 3 Businesses are defined as businesses that are fifty-one percent (51%) owned by Section 3 Residents; OR thirty percent (30%) of employed staff are Section 3 Residents; OR twenty-five percent (25%) of the business subcontracts are committed to Section 3 Businesses.

Total number and dollar amount of sub-contracts anticipated for this project:

Construction: #	\$	Non-Construction: #	\$
-----------------	----	---------------------	----

Total number and dollar amount of anticipated SECTION 3 sub-contract awards anticipated for this project:

Construction: #	\$	Non-Construction: #	\$
-----------------	----	---------------------	----

Part 4: Certification

As a duly authorized representative of the prime contractor, it is hereby agreed that the prime contractor and all sub-contractors will make every effort to achieve at least the minimum levels for compliance with Section 3 participation goals. It is further understood that the undersigned will enforce and ensure compliance with all sub-contracts.

Signature

Print Name/Title

Date

INFORMATION REGARDING THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e) (Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of subagreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.
2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:
 - a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
 - i. Specific description of the work to be subcontracted;
 - ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
 - iii. Date quotation is due to the bidder;
 - iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.
 - b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.
3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance

It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:

1. Names, addresses, and phone numbers of MBE/WBEs expected to perform work;
2. Work to be performed by the MBEs and WBEs;
3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;
4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;
5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

**CITY OF ANTIOCH
MINORITY AND WOMEN'S BUSINESS ENTERPRISE
UTILIZATION WORKSHEET**

Prime Contractor _____
Project Number _____
Contractor/Engineer _____
Address, City, State, and Zip _____
Contact Person _____ Telephone No _____
Amount of Contract _____ MBE Percentage _____ WBE Percentage: _____

1. MBE _____ Subcontractor _____
WBE _____ Address, City, State, Zip _____
Contact Person _____
Amount of Subcontract _____ Tax ID Number _____
Scope Of Work _____

2. MBE _____ Subcontractor _____
WBE _____ Address, City, State, Zip _____
Contact Person _____
Amount of Subcontract _____ Tax ID Number _____
Scope Of Work _____

3. MBE _____ Subcontractor _____
WBE _____ Address, City, State, Zip _____
Contact Person _____
Amount of Subcontract _____ Tax ID Number _____
Scope Of Work _____

4. MBE _____ Subcontractor _____
WBE _____ Address, City, State, Zip _____
Contact Person _____
Amount of Subcontract _____ Tax ID Number _____
Scope Of Work _____

CITY OF ANTIOCH - CONTRACTOR & SUBCONTRACTOR CDBG REPORTING

Part 1: General Information (All Fields Required)

CDBG Project Name: _____ Contract \$: _____ Date: _____
Company Name: _____ Company Telephone: _____
Company Address: _____ City/State/Zip: _____
Contact Name: _____ Contact Telephone: _____
Federal ID # (FEIN): _____ Dun & Bradstreet (DUNS) #: _____ Antioch Business License #: _____

Part 2: Information About the Business and Business Owner

Work conducted by firm (Check appropriate box):

☐ Construction ☐ Vendor/Supplier ☐ Consultant/Service Provider ☐ Other (if none of the above categories apply)

Describe in general what your firm does:

Owner (51%+) Name: _____ Owner Telephone #: _____
Owner Email: _____
Owner Racial/Ethnic Code (check one): ☐ White American ☐ Native American ☐ Asian/Pacific American
☐ Black American ☐ Hispanic American ☐ Hasidic Jew

Description of Business Type (Check all that apply, please check last box if none apply):

- ☐ **Small Business Enterprise (SBE)** – independently owned and operated; is not dominant in its field of operation; principal office is located in California; officers are domiciled in California; **AND**, together with affiliates, has 100 or fewer employees and average annual gross receipts of \$12 million or less over the previous three tax years, or is a manufacturer with 100 or fewer employees.
State Certified SBE: ☐ Yes ☐ No **State Certification #:** _____ (attach documentation)
- ☐ **Minority Business Enterprise (MBE)** - at least 51% owned and managed on a daily basis by one or more minorities who are citizens or lawful permanent residents of the United States and member(s) of a recognized ethnic or racial group **AND** its home office is located in the USA.
- ☐ **Women Business Enterprise (WBE)** - at least 51% owned and managed on a daily business by one or more women who are citizens or lawful permanent residents of the United States **AND** its home office is located in the USA.
- ☐ **Disadvantaged Business Enterprise (DBE)** - at least 51% owned and managed on a daily business by socially- and economically-disadvantaged individuals (pursuant to Section 3 of the Small Business Act). DBE certifications are used only for state- or federally-funded projects that have DBE goals or requirements.
- ☐ **Disabled Veteran Business Enterprise (DVBE)** - at least 51% owned and managed on a daily basis by one or more disabled veterans of the military, naval, or air service of the United States with a service-connected disability of at least 10 percent, and who is also a resident of California; **AND** a sole proprietorship corporation or partnership with its home office located in the United States that is not a subsidiary of a foreign firm.

Are you certified with any agencies as a MBE, WBE, DBE, or DVBE? ☐ Yes ☐ No

If "Yes" please list agency _____ **AND** attach documentation

- ☐ **Local Business Enterprise (LBE)** - principal place of business is located within the boundaries of Contra Costa County.
- ☐ **None of the above**

Part 3: Certification of Business Information

The undersigned certifies and swears under penalty of perjury that all information contained in this form is true and correct. **Any material misrepresentation will be grounds for terminating any purchase orders or contract which may be or have been awarded.**

Signature

Print Name/Title

Date

**CITY OF ANTIOCH
CERTIFICATION OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☐ YES ☐ NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☐ YES ☐ NO

3. Bidder has filed all compliance reports due under applicable instructions.

☐ YES ☐ NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ YES ☐ NO

NAME AND TITLE OF SIGNER (Please type):

Signature

Date

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

This project is funded by the U.S. Department of Housing and Urban Development (HUD)'s Community Development Block Grant Program (CDBG). In conformance with the requirements of this program the following is incorporated into this bid document:

- 1) This federally funded project is subject to the Federal Labor Standards Provisions which are incorporated into this bid document in form HUD-4010.
- 2) The Project is subject to Federal prevailing wage requirements. The Wage Rate decision that applies to this project is Wage Decision CA20210018, 12/24/21, which is attached to this bid document.
- 3) Contractor will be required to provide the City with appropriate documentation of compliance with all federal requirements including but not limited to appropriate classification determination, fringe benefit statements, documentation of apprenticeship and accurate apprentice/journeyman ratio, posting the wage decision and Notice to All Employees, on-site interviews with laborers and mechanics, and submission of weekly certified payroll reports and a Statement of Compliance.
- 4) Contractor must be eligible to contract on federally assisted programs, and cannot be debarred or suspended or otherwise excluded from or ineligible for participation under Executive Order 12549, "Debarment and suspension," as evidenced by a search performed on the following website: <https://www.epls.gov/>.
- 5) The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.

If awarded the contract, Contractor will anticipate the number of new hires and trainees needed for this project. If new hires and trainees are needed, Contractor will work with City to reach out to qualified lower-income applicants residing in Antioch and shall consider qualified applicants for hire on this project. The Contractor, in submitting a bid on this project, certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the language in the first paragraph of this section in all subcontracts executed under this Agreement.

- 6) The Contractor will use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the construction of the project. The Contractor shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Contra Costa County of bid opportunities for the project.

- 7) The Contractor agrees to comply with all State and local civil rights laws and regulations, as well as Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, the Fair Housing Amendment Act of 1988, Sections 104 (b) and 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- 8) The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, and the applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974, and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 9) All contractors and subcontractors performing work on this project must complete the City of Antioch - Contractor & Subcontractor CDBG Reporting form. The prime contractor must also complete the City of Antioch - Section 3 Pre-Award Compliance Certification form.

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__ by and between _____, hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

WITNESSETH, that the CONTRACTOR and the CITY, for consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, plant, supplies, equipment, transportation and superintendence necessary to perform the work required for P.W. No. 678-9. The work is more fully described in the Description of Project, Construction Details and Plans contained in the Contract Documents. The Contract Documents are defined below in Section 4 of this Agreement.

2. TIME OF COMPLETION

After this Agreement has been executed by the parties, the CONTRACTOR shall begin work within ten (10) calendar days after the effective date of the Notice to Proceed, and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents, from the effective date of said Notice to Proceed. The period of performance shall be fifty (50) working days from the Notice to Proceed.

3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Contract Price of _____ (\$_____), payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

4. COMPONENT PARTS

This Agreement shall consist of the following documents, each of which is on file in the City of Antioch, Capital Improvements Department, and all of which are incorporated herein by this reference:

- A. Agreement
- B. Project Stabilization Agreement
- C. Notice Inviting Bids
- D. Description of Project
- E. General Conditions (2006 Caltrans Standard Specifications)
- F. Special Provisions
- G. Construction Details
- H. Contract Plans
- I. Addenda No. __ to __, inclusive
- J. Performance Bond
- K. Payment bond
- L. Bid Forms

5. SERVICE OF NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the appropriate address specified in the CONTRACTOR's bid, and in the case of the CITY, to P. O. Box 5007, Antioch, CA 94531-5007, or at any other address which either party may subsequently designate in writing to the other party.

6. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the party listed opposite its name to act as its initial agent for service of process relating to any such action:

CITY: City of Antioch
Capital Improvements
200 "H" Street
P. O. Box 5007
Antioch, CA 94531-5007

CONTRACTOR:

(Name)

(Street Address)

(City, State, Zip)

(Telephone)

Each such agent is hereby authorized and directed to accept service of process in any such action on behalf of his principal until such time as his successor shall have been appointed by his principal and notice thereof has been delivered to the other party in the manner provided herein for the giving of notice.

CONTRACTOR:

Name Under Which Business is Conducted

The undersigned certify that they sign this Agreement with full and proper authorization so to do:

*By: _____

Title: _____

By: _____

Title: _____

** If CONTRACTOR is a corporation, this Agreement must be executed by two officers of the corporation, consisting of: (1) the President, Vice President, or Chair of the Board; and (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the CITY is provided demonstrating that such individual is authorized to bind the corporation (e.g. – a copy of a certified resolution from the corporation's bylaws).*

CITY OF ANTIOCH, CALIFORNIA
A Municipal Corporation

By: _____
Cornelius H. Johnson, Interim City Manager

By: _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Antioch (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, 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 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed

most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Antioch (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or 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 Contract Documents and any alteration thereof made as therein provided, on its 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 faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and

conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

FEDERAL MINIMUM WAGE RATES