

MONTEREY COUNTY BOARD OF SUPERVISORS
GOVERNMENT CENTER, 168 W. ALISAL STREET, 1ST FLR,
CONFERENCE ROOM 1032
SALINAS, CALIFORNIA 93901-2437

BOOK TWO

BID FORM

STATE ROUTE 68 AT SAN BENANCIO ROAD INTERSECTION IMPROVEMENTS
STATE PROJECT NO. EA 05-0H8220
CONTRACT NO. 10-111065

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

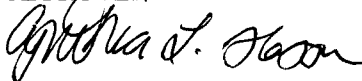
(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: **AREA CODE ()** _____

FAX NO: **AREA CODE ()** _____

CONTRACTOR LICENSE NO. _____

APPROVED AS TO FORM:

CYNTHIA L. HASSON
Deputy County Counsel

**BOOK TWO
BID/PROPOSAL**

**STATE ROUTE 68 AT SAN BENANCIO ROAD INTERSECTION IMPROVEMENTS
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BID FORM

**STATE ROUTE 68 AT SAN BENANCIO ROAD INTERSECTION IMPROVEMENTS
STATE PROJECT NO. EA 05-0H8220
CONTRACT NO. 10-111065**

TO: MONTEREY COUNTY BOARD OF SUPERVISORS
Government Center
168 W. Alisal Street, 1st Floor, Room 1032
Salinas, California 93901-2683

1. Pursuant to and in compliance with the Notice to Bidders Inviting Formal Bids and with the other documents relating thereto, the undersigned bidder, having become familiar with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, the project plans and specifications, and the other contract documents, hereby proposes and agrees to perform within the time hereinafter set forth the said Specifications and shown on the plans accompanying them, and to provide and furnish any and all labor, materials, equipment, transportation, utilities, and services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the following project: STATE ROUTE 68 AT SAN BENANCIO ROAD INTERSECTION IMPROVEMENTS, STATE PROJECT NO. EA 05-068220, CONTRACT NO. 10-111065, located in northern portion of Monterey County, all in strict conformity with the drawings and specifications and other contract documents, including all addenda, for the sum hereinafter stated:

**STATE ROUTE 68 AT SAN BENANCIO ROAD INTERSECTION IMPROVEMENTS
STATE PROJECT NO, EA 05-0H8220, CONTRACT NO. 10-111065**

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE QUANTITY	UNIT PRICE (In Figures)	ITEM TOTAL (In Figures)
1	066070	MAINTAIN TRAFFIC	LS	1	\$ _____	\$ _____
2	071325	TEMPORARY FENCE (TYPE ESA)	LF	3125	\$ _____	\$ _____
3	073000A (P)	TEMPORARY STREAM DIVERSION	LS	1	\$ _____	\$ _____
4	074016	CONSTRUCTION SITE MANAGEMENT	LS	1	\$ _____	\$ _____
5	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$ _____	\$ _____
6	074028	TEMPORARY FIBER ROLL	LF	1743	\$ _____	\$ _____
7	074028A	TEMPORARY LARGE FIBER ROLL	LF	1144	\$ _____	\$ _____
8	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	3	\$ _____	\$ _____
9	074034	TEMPORARY COVER	SF	11300	\$ _____	\$ _____

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE QUANTITY	UNIT PRICE (In Figures)	ITEM TOTAL (In Figures)
10	074038	TEMPORARY DRAINAGE INLET PROTECTION (TYPE 3)	EA	3	\$ _____	\$ _____
11	074041	STREET SWEEPING	LS	1	\$ _____	\$ _____
12	074042	TEMPORARY CONCRETE WASHOUT (PORTABLE)	EA	4	\$ _____	\$ _____
13	074056	RAIN EVENT ACTION PLAN	LS	1	\$ _____	\$ _____
14	074057	STORM WATER ANNUAL REPORT	LS	1	\$ _____	\$ _____
15	074058	STORM WATER SAMPLING AND ANALYSIS DAY	LS	1	\$ _____	\$ _____
16	120090	CONSTRUCTION AREA SIGNS	LS	1	\$ _____	\$ _____
17	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$ _____	\$ _____
18	120151	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	21200	\$ _____	\$ _____
19	120152	TEMPORARY PAVEMENT MARKING (PAINT)	SF	500	\$ _____	\$ _____
20	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	\$ _____	\$ _____
21	129000	TEMPORARY RAILING (TYPE K)	LF	2320	\$ _____	\$ _____
22	129100	TEMPORARY ALTERNATIVE CRASH CUSHION SYSTEM	EA	7	\$ _____	\$ _____
23	150714	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	20814	\$ _____	\$ _____
24	150715	REMOVE THERMOPLASTIC PAVEMENT MARKING	SF	665	\$ _____	\$ _____
25	150722	REMOVE PAVEMENT MARKER	EA	266	\$ _____	\$ _____
26	150771	REMOVE ASPHALT CONCRETE DIKE	LF	195	\$ _____	\$ _____
27	150806A	REMOVE 18" CORRUGATED STEEL PIPE	LF	113	\$ _____	\$ _____
28	150820	REMOVE INLET	EA	1	\$ _____	\$ _____
29	152370A	RELOCATE BUS STOP BENCH	EA	2	\$ _____	\$ _____
30	152386	RELOCATE ROADSIDE SIGN - ONE POST	EA	5	\$ _____	\$ _____
31	152387	RELOCATE ROADSIDE SIGN - TWO POST	EA	2	\$ _____	\$ _____
32	158210A	RESET FENCE	LF	111	\$ _____	\$ _____
33	160101	CLEARING AND GRUBBING	LS	1	\$ _____	\$ _____

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE QUANTITY	UNIT PRICE (In Figures)	ITEM TOTAL (In Figures)
34	190101	ROADWAY EXCAVATION	CY	775	\$ _____	\$ _____
35	192037 (F)	STRUCTURE EXCAVATION (RETAINING WALL)	CY	985	\$ _____	\$ _____
36	193013 (F)	STRUCTURE BACKFILL (RETAINING WALL)	CY	472	\$ _____	\$ _____
37	200001	HIGHWAY PLANTING	LS	1	\$ _____	\$ _____
38	202007	DUFF	SY	1714	\$ _____	\$ _____
39	202007	CHIPPED MATERIAL	SF	9840	\$ _____	\$ _____
40	203021	FIBER ROLL	LF	1750	\$ _____	\$ _____
41	203032	EROSION CONTROL (HYDROSEED)	AC	1	\$ _____	\$ _____
42	203038	ROLLED EROSION CONTROL PRODUCT (JUTE MESH)	SF	9659	\$ _____	\$ _____
43	204017	PLANT (GROUP W) (WILLOW CUTTING)	EA	22	\$ _____	\$ _____
44	204099	PLANT ESTABLISHMENT WORK	LS	1	\$ _____	\$ _____
45	208000	IRRIGATION SYSTEM	LS	1	\$ _____	\$ _____
46	260201	CLASS 2 AGGREGATE BASE	CY	3224	\$ _____	\$ _____
47	390132	HOT MIX ASPHALT (TYPE A)	TON	2256	\$ _____	\$ _____
48	394048	PLACE HOT MIX ASPHALT CONCRETE DIKE (TYPE E)	LF	351	\$ _____	\$ _____
49	394073	PLACE HOT MIX ASPHALT CONCRETE DIKE (TYPE A)	LF	89	\$ _____	\$ _____
50	394074	PLACE HOT MIX ASPHALT CONCRETE DIKE (TYPE C)	LF	685	\$ _____	\$ _____
51	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SF	246	\$ _____	\$ _____
52	510060 (F)	STRUCTURAL CONCRETE, RETAINING WALL	CY	339	\$ _____	\$ _____
53	510502 (F)	MINOR CONCRETE (MINOR STRUCTURE)	CY	1.61	\$ _____	\$ _____
54	511035A (F)	ARCHITECTURAL TREATMENT (TEXTURED CONCRETE)	SF	3132	\$ _____	\$ _____
55	520103 (F, P)	BAR REINFORCING STEEL (RETAINING WALL)	LB	28400	\$ _____	\$ _____
56	566011	ROADSIDE SIGN - ONE POST	EA	3	\$ _____	\$ _____
57	650014	18" REINFORCED CONCRETE PIPE	LF	106	\$ _____	\$ _____

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE QUANTITY	UNIT PRICE (In Figures)	ITEM TOTAL (In Figures)
58	650018	24" REINFORCED CONCRETE PIPE	LF	186	\$ _____	\$ _____
59	690110	12" CORRUGATED STEEL PIPE DOWNDRAIN	LF	29	\$ _____	\$ _____
60	705206	24" CONCRETE FLARED END SECTION	EA	1	\$ _____	\$ _____
61	707417	36" REINFORCED CONCRETE PIPE RISER	LF	15	\$ _____	\$ _____
62	721009	ROCK SLOPE PROTECTION (FACING, METHOD B)	CY	4	\$ _____	\$ _____
63	731517 (F)	MINOR CONCRETE (GUTTER)	CY	22	\$ _____	\$ _____
64	731623 (F)	MINOR CONCRETE (CURB RAMP)	CY	3	\$ _____	\$ _____
65	750500 (F, P)	MISCELLANEOUS IRON AND STEEL	LB	1729	\$ _____	\$ _____
66	800321	CHAIN LINK FENCE (TYPE CL-6, VINYL CLAD)	LF	72	\$ _____	\$ _____
67	832002	METAL BEAM GUARD RAIL (STEEL POST)	LF	624	\$ _____	\$ _____
68	832070	VEGETATION CONTROL(MINOR CONCRETE)	SY	271	\$ _____	\$ _____
69	839521	CABLE RAILING	LF	394	\$ _____	\$ _____
70	839541	TRANSITION RAILING (TYPE WB)	EA	6	\$ _____	\$ _____
71	839559	TERMINAL SYSTEM (TYPE ET)	EA	1	\$ _____	\$ _____
72	839565	TERMINAL SYSTEM (TYPE SRT)	EA	3	\$ _____	\$ _____
73	839701A	CONCRETE BARRIER (TYPE 60) MOD	LF	195	\$ _____	\$ _____
74	840504	4" THERMOPLASTIC TRAFFIC STRIPE	LF	9620	\$ _____	\$ _____
75	840506	8" THERMOPLASTIC TRAFFIC STRIPE	LF	1780	\$ _____	\$ _____
76	840515	THERMOPLASTIC PAVEMENT MARKING	SF	552	\$ _____	\$ _____
77	850111 (P)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	260	\$ _____	\$ _____
78	861501	MODIFY SIGNAL AND LIGHTING	LS	1	\$ _____	\$ _____
79	192003 (F)	STRUCTURE EXCAVATION (BRIDGE)	CY	91	\$ _____	\$ _____
80	192037 (F)	STRUCTURE EXCAVATION (RETAINING WALL)	CY	283	\$ _____	\$ _____
81	193003 (F)	STRUCTURE BACKFILL (BRIDGE)	CY	96	\$ _____	\$ _____

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE QUANTITY	UNIT PRICE (In Figures)	ITEM TOTAL (In Figures)
82	193013 (F)	STRUCTURE BACKFILL (RETAINING WALL)	CY	312	\$ _____	\$ _____
83	490519	DRIVE STEEL PILE (HP 12 X 74)	EA	18	\$ _____	\$ _____
84	490566A (P)	FURNISH STEEL PILE (HP 12 X 74)	LF	838	\$ _____	\$ _____
85	490539	DRIVE STEEL PILE (HP 14 X 117)	EA	8	\$ _____	\$ _____
86	490538 (P)	FURNISH STEEL PILE (HP 14 X 117)	LF	372	\$ _____	\$ _____
87	490514	DRIVE STEEL PILE (HP 12 X 53)	EA	30	\$ _____	\$ _____
88	490566B (P)	FURNISH STEEL PILE (HP 12 X 53)	LF	1,341	\$ _____	\$ _____
89	510051 (F)	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	5.4	\$ _____	\$ _____
90	510053 (F)	STRUCTURAL CONCRETE, BRIDGE	CY	206.6	\$ _____	\$ _____
91	510060 (F)	STRUCTURAL CONCRETE, RETAINING WALL	CY	250	\$ _____	\$ _____
92	510086 (F)	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	59	\$ _____	\$ _____
93	510087 (F)	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE R)	CY	86	\$ _____	\$ _____
94	519088	JOINT SEAL (MR 1")	LF	132	\$ _____	\$ _____
95	520102 (F, P)	BAR REINFORCING STEEL (BRIDGE)	LB	58,300	\$ _____	\$ _____
96	520103 (F, P)	BAR REINFORCING STEEL (RETAINING WALL)	LB	14,100	\$ _____	\$ _____
97	512203 (P)	FURNISH PRECAST PRESTRESSED CONCRETE GIRDER (40'-50')	EA	8	\$ _____	\$ _____
98	512500	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	EA	8	\$ _____	\$ _____
99	750501 (F, P)	MISCELLANEOUS METAL (BRIDGE)	LB	60	\$ _____	\$ _____
100	839740 (F, P)	CALIFORNIA ST-10 BRIDGE RAIL	LF	360	\$ _____	\$ _____
101	510800	PAVING NOTCH EXTENSION	CF	48	\$ _____	\$ _____
102	721009	ROCK SLOPE PROTECTION (FACING, METHOD B)	CY	0.20	\$ _____	\$ _____
103	511106	DRILL AND BOND DOWEL	LF	140	\$ _____	\$ _____
104	192020 (F)	STRUCTURE EXCAVATION (TYPE D)	CY	52	\$ _____	\$ _____
105	153235	CLEAN BRIDGE DECK	SQFT	3840	\$ _____	\$ _____

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE QUANTITY	UNIT PRICE (In Figures)	ITEM TOTAL (In Figures)
106	153225A	BRIDGE DECK METHACRYLATE RESIN TREATMENT	SQFT	3840	\$ _____	\$ _____
107	540108	FURNISH BRIDGE DECK TREATMENT MATERIAL	GAL	52	\$ _____	\$ _____
108	99990	MOBILIZATION 10%	LS	1	\$ _____	\$ _____
GRAND TOTAL						\$ _____

2. Bids are required for the entire work. The undersigned understands that the quantities given are approximate only, being given as a basis for the comparison of Bids, and the County of Monterey does not, expressly or by implication, agree that the actual amount of work shall correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, as may be deemed necessary without claim for damage or loss of anticipated profit and that payment shall be made only on the basis of the actual quantities of work performed.

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.

The basis of award to the lowest responsive, responsible bidder will be the lowest TOTAL BID.

The bid submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid, in the named person's own handwriting.

In case of discrepancy between the unit price and the item total price set forth for the item, the unit price shall prevail; provided, however, if the amount set forth as the unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the amount set forth in the "Item Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Item Total" column shall be the unit price.
- (2) As to unit basis items, the amount set forth in the "Item Total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.

3. The undersigned has checked all of the above figures carefully and understands that the County of Monterey (also referred to herein as "Owner") will not be responsible for any errors and omissions on the part of the undersigned in making this bid.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Owner, and that discretion will be exercised in the manner deemed by the Owner to best protect the public interest in the prompt and economical completion of the work. The decision of the Owner respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

4. It is understood that the Owner reserves the right to reject any and all bids or waive any irregularities or informalities in the bidding.
5. This bid shall remain valid and will not be withdrawn by the undersigned bidder for a period of sixty (90) days from the date prescribed for opening of this bid.
6. Attached hereto are the following:
 - (1) List of Subcontractors
 - (2) Equal Employment Opportunity Certification
 - (3) Public Contract Code
 - Section 10285.1 Statement
 - Section 10162 Questionnaire
 - Section 10232 Statement
 - (4) Non-Collusion Affidavit
 - (5) Debarment and Suspension Certification
 - (6) Statement Concerning Employment of Undocumented Aliens
 - (7) Contractor's Certificate as to Worker's Compensation
 - (8) Contractor's Certification of Good-Faith Effort to Hire Monterey Bay Area Residents
 - (9) List of Satisfied Public Agencies
 - (10) Bidder's Bond
7. If this bid is accepted by the Owner, then the undersigned shall, within ten (10) business days after receipt of the Letter of Intent to Award, execute and deliver to the Owner (a) a contract in the form set forth in the contract documents on which this bid is based, (b) a payment bond for public works, as required by the contract documents, (c) a performance bond, as similarly required, and (d) insurance certificates showing all required insurance coverage. The undersigned will thereafter commence and complete the work within the time required by the contract documents.

refuses to contract as required, including to post the required bonds, provide the insurance certificates, and return the executed copies of the agreement form within ten (10) business days from the date of receiving the Letter of Intent to Award Contract, the County may, at its option, determine that the bidder has abandoned the contract, reject the bid, and declare the bidder's security forfeited as damages and same shall become the property of the County of Monterey.

8. Notice of acceptance and any requests for additional information should be addressed to the undersigned at the following address:

9. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If the bidder or other interested person is a corporation, state the legal name of the corporation, and the names of the president, secretary, treasurer, and manager thereof; if a partnership, state the name of the firm and the names of all the individual partners composing the firm; if the bidder or other interested person is an individual, state the first and last names in full and give all fictitious names under which the individual does business.)

10. By execution of this bid, the undersigned bidder declares that he or she is a contractor licensed in accordance with the Contractors' State License Law, as follows:

Classification: _____
License number: _____
Expiration date: _____

11. ADDENDA - This Bid is submitted with respect to the changes to the contract included in addenda number(s) ____, ____, ____, ____, ____, ____, ____, and _____. If the Bidder submits this bid without all issued addenda, the agency finds your bid nonresponsive.

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda. By signing this Bid on the signature portion thereof, the Bidder acknowledges receipt of all addenda.)

12. Pursuant to Section 7103(b) of the Public Contract Code, in submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, it will assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and 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 Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, the Equal Employment Opportunity Certification; the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification; the Statement Concerning Employment of Undocumented Aliens; and the Contractor's Certification as to Worker's Compensation are true and correct.

Dated: _____

Bidder's Business Name

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

(NOTE: If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.)

LIST OF SUBCONTRACTORS

STATE ROUTE 68 AT SAN BENANCIO ROAD INTERSECTION IMPROVEMENTS
STATE PROJECT NO. EA 05-0H8220, CONTRACT NO. 10-111065

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 [commencing with Section 4100], Part 1, Division 2 of the Public Contract Code) and any amendments thereto, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime contractor's total bid or \$10,000, whichever is greater, and (b) the portion of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall: (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

Portion of Work	Name of Subcontractor	Location and Place of Business
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____,
proposed subcontractor _____,
hereby certifies that he has ____, has not ____, participated in a previous contract or subcontract
subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or
11246, and that, where required, he has filed with the Joint Reporting committee, the Director of
the Office of Federal Contract Compliance, a Federal Government contracting or administering
agency, or the former President's Committee on Equal Employment Opportunity, all reports due
under the applicable filing requirements.

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall
also constitute signature of this Certification. Providing false information may result in criminal
prosecution or administrative sanctions.

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

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 a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

Note: The above Public Contract Code Statements and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of these Statements and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NON-COLLUSION AFFIDAVIT

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

To be executed by bidder and submitted with Bid

State of California)
) ss.
County of _____)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 _____, being first duly sworn, deposes and says (1) that he or she is _____ of _____, the party making the foregoing bid; (2) that the bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; (3) that the bid is genuine and not collusive or sham; (4) 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; (5) 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 that of any other bidder, or to secure any advantage against the public body awarding the contract to anyone interested in the proposed contract; (6) that all statements contained in the bid are true; and further, (7) 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.

Dated: _____

Bidder's Business Name

By: _____

Print Name: _____

Title: _____

<p>State of California</p> <p>County of _____</p> <p>Subscribed and sworn to before me on this _____ day of _____, 20____,</p> <p>by _____,</p> <p>proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.</p> <p>(Notary Public Seal)</p>	<p>_____ Signature</p>
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DEBARMENT AND SUSPENSION CERTIFICATION

Title 49, Code of Federal Regulations, Part 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any 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.

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: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions.

STATEMENT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS

(Public Contract Code Section 6101)

In conformance with Public Contract Code Section 6101, the bidder certifies compliance with state and federal law with respect to the employment of undocumented aliens by signing this proposal on the signature portion thereof. Public Contract Code section 6101 provides that no state agency or department, as defined in Section 10335.7, that is subject to this code, shall award a public works or purchase contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens..

Note: The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Providing false information may result in criminal prosecution or administrative sanctions.

CONTRACTOR'S CERTIFICATE AS TO WORKER'S COMPENSATION

(Labor Code Section 1861)

Labor Code Section 3700 provides, in relevant part:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Note: The above Certificate is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certificate. Providing false information may result in criminal prosecution or administrative sanctions.

CONTRACTOR'S CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE
MONTEREY BAY AREA RESIDENTS
(Monterey County Code Section 5.08.120)

I CERTIFY THAT I am aware of the provision of Monterey County Code Section 5.08.120. Monterey County Code Section 5.08.120 provides, in relevant part:

A. General Provisions. Unless such a provision would conflict with a state or federal law or regulation applicable to a particular contract for public works of improvement, all County contracts for public works of improvement shall contain provisions pursuant to which the contractor promises to make a good-faith effort to hire qualified individuals who are, and have been for at least one (1) year prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractors total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Monterey Bay Area residents.

B. Non-responsive Bidder Declaration: Enforcement. If any contractor submitting a bid for a contract for public works of improvement fails to abide by the good-faith local hiring provisions of this Section, the contractor may be declared by the Board to be a non-responsive bidder for purposes of this Chapter. If a contractor lists in his or her bid a subcontractor who is currently disqualified under the terms of this Section, the Board may declare said contractor to be a non-responsive bidder for purposes of this Chapter. If the Board finds that a contractor to whom a contract for public works of improvement has been awarded has failed to comply with the good-faith hiring provisions of this Section during the performance of the contract, the Board may disqualify the contractor from bidding on any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation of this Section by a contractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.

C. Binding on Subcontractors. Every contractor entering into a contract for public works of improvement subject to the provisions of this Section shall include in each and every subcontract for work, laborers, or materialmen relating to the project the requirement that the subcontractor promises to make a good-faith effort to hire qualified individuals who are, and have been for at least one (1) year prior to the opening of bids, residents of the Monterey Bay Area. If the Board finds that any subcontractor has failed during the performance of the subcontract to comply with its promise to contractor, the Board may disqualify said subcontractor from submitting or being listed in any bid for any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation by a subcontractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification."

I FURTHER CERTIFY AS FOLLOWS (check the box that applies):

I CERTIFY that at least 50% of the total construction work force on the project, including any subcontractor work force, measured in labor work hours, will be comprised of qualified individuals who to the best of my knowledge are, and have been for at least one (1) year prior to the effective date of the opening of bids, Monterey Bay Area residents. Evidence that I will comply with this requirement is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

I CERTIFY that I promise to make a good-faith effort to hire qualified individuals who, to the best of my knowledge, are, and have been for at least one (1) year prior to the effective date of the opening of bids, residents of the Monterey Bay Area in sufficient numbers such that no less than fifty percent (50%) of the total construction work force on the project, including any subcontractor work force, measured in labor work hours, will be comprised of Monterey Bay Area residents. Evidence of my promise to make a good-faith effort will be as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

I CERTIFY that I do not comply with and am unable to promise to make a good-faith effort to comply with the good-faith local hiring provisions set forth in Monterey County Code Section 5.08.120.

I declare under penalty of perjury under the laws of the State of California that the foregoing certification is true and correct. Executed on (date) _____ at (city/state) _____.

Bidder's Business Name

Signature: _____

Print Name: _____

Title: _____

BIDDER'S BOND

WHEREAS, the Principal named below has submitted the accompanying bid to the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), for the following project: STATE ROUTE 68 AT SAN BENANCIO ROAD INTERSECTION IMPROVEMENTS.

WHEREAS, Principal as bidder, is required to furnish a bond executed by an admitted surety in connection with said bid, to secure timely execution of the contract and delivery of the bonds and insurance certificates, in the event that the contract is awarded to Principal; and

WHEREAS, the Principal has submitted the above-mentioned bid to the County, for which bids are to be opened at _____ (city of where bid opening), California, on, _____ (date bid opening).

NOW, THEREFORE, we _____, PRINCIPAL, and _____ as SURETY, are held and firmly bound into the County of Monterey in the penal sum of _____ Dollars (\$ _____), which sum is not less than ten percent (10%) of the total amount of the base bid amount including all alternates submitted by the said above-named Principal to the County of Monterey, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the County of Monterey we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That

If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the County of Monterey, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law and said contract documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work of to the specifications.

If the County brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

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

(Corporate Seal)

Principal

By _____

Name and Title _____

(Corporate Seal)

Surety

By _____

Name and Title _____

(Attach: 1) Copy of authorization for signatory for Principal, and 2) original or certified copy of unresolved appointment, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so).