CITY OF GALT
DEPARTMENT OF PUBLIC WORKS

CONTRACT SPECIFICATIONS FOR:

Pedestrian Enhancements Project, CIP # 55G

NOTE: **FOR USE IN CONJUNCTION WITH THE CITY OF GALT GENERAL PROVISIONS, THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATION DATED JANUARY 2008, AND CALTRANS 2010 SPECIFICATIONS, THESE SPECIFICATIONS, AND THE CALIFORNIA ADOPTED MUTCD.**

FOR PRE-BID INFORMATION CONTACT:
TRUNG TRINH, ENGINEERING DIVISION
CITY OF GALT
TELEPHONE: (209) 366-7260
FACSIMILE: (209) 745-0811

BID PROPOSALS TO BE RECEIVED BEFORE 2:00 P.M., DATE – December 13, 2016 – AT THE OFFICE OF THE CITY CLERK, CITY OF GALT
380 CIVIC DRIVE
GALT, CA 95632-2039

OPTIONAL PRE-BID CONFERENCE

10:00 A.M., November 29, 2016
Public Works Department
495 Industrial Drive, Galt

SEE NOTICE TO CONTRACTORS FOR INSTRUCTIONS ON PURCHASING PLANS AND SPECIFICATIONS.

11/14/16
Steven Winker, P.E. — Date
Public Works Director

11/9/16
Trung Trinh, P.E. — Date
Senior Civil Engineer

City of Galt
Pedestrian Enhancement Project, CIP No. 55G

The Pedestrian Enhancement Project bid documents, CIP No. 55G, were prepared by Trung Trinh, P.E., Senior Civil Engineer, and reviewed by Mark Clarkson P.E., City Engineer.

REGISTERED PROFESSIONAL ENGINEER
TRUNG D. TRINH
No. 67545
EXP. 6/30/17
CIVIL
STATE OF CALIFORNIA

11/9/16

Seal and Signature

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NOTICE TO CONTRACTORS

Notice is hereby given that the City Council of the City of Galt, California, will receive sealed Bids as follows:

BID DATE / TIME / AWARD DATE:	Tuesday, December 13, 2016 Until 2:00 P.M. (Local Time). Expected Date of Project Award is January 17, 2017
SUBMIT BIDS TO:	City Clerk City of Galt 380 Civic Drive Galt, CA 95632
FOR:	City of Galt Pedestrian Enhancement Project, CIP #55G
ESTIMATED CONSTRUCTION COST:	$100,000 (BASE BID)
TOTAL CONTRACT TIME:	60 calendar days after the issuance of the Notice to Proceed.
CONTRACTOR'S CALIFORNIA LICENSE AND/OR CLASS REQUIRED	A
OPTIONAL PRE-BID CONFERENCE DATE, TIME, AND LOCATION	November 29, 10:00 AM 495 Industrial Drive, Galt, CA 95632

Notice is hereby further given that the Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that each Bidder and all Subcontractors are required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. ***Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and unavailable for award. A Subcontractor who is unregistered will not be permitted to work on the Project. If any Subcontractor required to be listed in the Bid is unregistered, that Subcontractor will be required to be substituted with a registered Subcontractor at no additional cost to the City and/or the listing of an unregistered Subcontractor may render the bid nonresponsive.***

City affirmatively identifies this project as a "public work" as that term is defined by Labor Code Section 1720, and the project is, therefore, subject to prevailing wages under Labor Code Section 1771. Contractor and its Subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site and prohibitions against discrimination. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at 380 Civic Drive, Galt, CA 95632 or on the internet at http://www.dir.ca.gov/OPRL/PWD. Those prevailing wage rates hereby are incorporated in this Contract and made a part hereof. (See General Provisions, Chapter 6.)

Submit Bids (original/no copies) and bid security in a sealed envelope, marked "**Bid for CITY OF GALT <u>Pedestrian Enhancement Project, CIP # 55G</u>**" and include the company name and address on the envelope.

At the pre-bid conference meeting identified above, representatives of City will discuss the Contract Documents, bid submission requirements, site constraints, order of work and other items specific to this project. A project walk-through will follow immediately after the pre-bid conference meeting. A sign-in sheet will be available up until commencement of the pre-bid conference meeting only. Attendance at the entire pre-bid meeting and project walk-through is not mandatory for bidding. Attendance by Subcontractors is not mandatory, but all interested prospective Subcontractors are encouraged to attend. The City will transmit Addenda to all prospective Bidders who have purchased full sets of Contract Documents, as the City considers necessary in response to questions raised at the meeting and walk-through. Addenda also will be posted on the City's website. Oral statements not confirmed by Addenda may not be relied upon and are not binding or legally effective.

Contract Documents may be purchased at the City Clerk's Office, located in the City Administration Building, 380 Civic Drive, Galt, CA 95632, telephone (209) 366-7130 between the hours of 8:00 a.m. - 5:30 p.m. Monday through Thursday and close for the lunch hour. The non-refundable cost for each set is $20.00; mail delivery is an additional $10.00 per set.

Complete sets of Contract Documents must be used in preparing Bids. The City does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. The City, in making copies of the Contract Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and does not confer license or grant for any other use.

Written questions regarding this Invitation for Bids should be directed to Trung Trinh by email at ttrinh@ci.galt.ca.us no later than ten (10) calendar days before the time specified for opening Bids. The City will issue addenda seven (7) calendar days, or as deem appropriate, prior to the time specified for opening Bids. All emails shall require verification of receipt by sender in accordance with the Instructions to Bidders.

Bidders shall develop and submit Bids at their own expense. The City will not reimburse any costs associated with the development and submittal of any and all Bids.

Each Bid must be submitted on the Bid Forms provided in the Contract Documents. The Bid must be submitted and received by the City Clerk no later than the time and date prescribed. The clock located in the City Clerk's office is considered the official local time. Bid submissions received after the designated time will not be opened and will be returned to the Bidder unopened. Telephones will not be available to Bidders at the City's offices for the preparation of Bids.

Each Bid must also be accompanied by security in the form of a Bidder's Bond issued by a corporate surety, a certified check, or cashier's check payable to the City of Galt, or cash. The amount of the bid security must be not less than ten percent (10%) of the Total Bid Price, consisting of the total base bid plus the total additive bid alternates. The successful Bidder shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, in conformance with the requirements set forth in the Contract Documents, each for not less than one hundred percent (100%) of the Contract Price.

Unless otherwise specified in the Special Provisions, if an alternate or alternates are identified by the City to the bidders, award will be based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a "blind selection" format, *i.e.*, without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. Bidders are to submit their Bid in two sealed envelopes, both containing all identifying information for the Project, and both of which are then to be included in a third sealed envelope containing all identifying information for the Project but without any identifying information regarding the Bidder. The first envelope shall be marked "Envelope 1" and shall contain only an unsigned copy of the bidder's bid form, without any identifying information for the bidder and without any other required bid submissions. The second envelope shall be marked "Envelope 2" and shall contain a complete copy of all required bid documents, including a signed copy of the bid form. Any discrepancies in the pricing information in the two sealed envelopes may render the bid nonresponsive. Alternates may be selected for award by the City at its discretion. All awards will be made in the City's best interest.

If the lowest responsive, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award the Contract to the second lowest, responsive responsible bidder. If the second lowest responsible, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award that and all other Contracts for the Project to the third lowest, responsive responsible bidder. Any Bidder to whom any Contract for the Project is awarded who fails to execute the Contract and file acceptable bonds and insurance certificates as required in the Contract Documents will have its Bid Guarantee forfeited.

Pursuant to California Public Contracts Code, any contract awarded pursuant to this Notice to Contractors shall obtain a provision permitting, at the Contractors' sole expense, the substitution of securities for any moneys withheld to ensure performance under the Contract. The terms of such provisions shall be according to the requirements of the Public Contracts Code Section 22300.

No Bid received and read aloud may be withdrawn for a period of sixty (60) days after the bid opening date, except pursuant to California Public Contract Code Section 5101 *et seq.*

The City reserves the right to award the Contract, to reject any or all Bids, to waive non-material and inconsequential irregularities in any Bid, and to reject nonconforming, nonresponsive, non-responsible, or conditional Bids.

Steven Winkler, P.E.
Public Works Director
City of Galt

11/29/16
Date

CITY OF GALT
SEALED BID –PEDESTRIAN ENHANCEMENT PROJECT, CIP 55G
(MUST BE SIGNED BY BIDDER)

Sealed Bids will be received no later than Time _____a.m. or p.m. on _____Day, Month & Date, Year, at the Department of _____, _____[Address], Galt, California and opened at _____ a.m. or p.m., or as soon thereafter as business allows in the Department of _____, _____[Address], Galt, California.

TO THE HONORABLE CITY COUNCIL:
The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment transportation, and services for

NAME OF PROJECT: **PEDESTRIAN ENHANCEMENTS PROJECT, CIP NO. 55G** in the City of Galt, County of Sacramento, California. The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

Item	Item Description	Unit	Quantity	Unit Price	Amount
1	R1-6 POST AND MOUNT	EA	30		
2	R1-6 TRAFFIC SIGNS	EA	150		
3	RRFB CROSSWALK SYSTEM - VINTAGE OAK AVE AND CARILLION BLVD	LS	1		
4	RRFB CROSSWALK SYSTEM - ELK HILLS DR AND CARILLION BLVD	LS	1		
5	RRFB CROSSWALK SYSTEM - LAKE CANYON AVE AND CARILLION BLVD	LS	1		
6	RRFB CROSSWALK SYSTEM - ELK HILLS DR AND WALNUT RD	LS	1		

TOTAL BASE BID (ITEMS 1 THRU 6) $ _____

Total BASE BID shall be (spell out)_____Dollars.

ADDITIVE ALTERNATE

Item	Item Description	Unit	Quantity	Unit Price	Amount
7	AUDIBLE PUSH BUTTON REPLACEMENT AT EXISTING SIGNAL LIGHTS	EA	3		

ADDITIVE ALTERNATE BID $ _____

AWARD SHALL BE BASED ON THE LOWEST RESPONSIVE TOTAL BASE BID (ITEMS 1 THRU 6). ADDITIVE ALTERNATE BID SHALL BE CONSIDERED BASED ON AVAILABLE FUNDING.

If awarded the Contract, the undersigned shall execute said Contract and furnish the necessary Performance and Payment Bonds and insurance within ten (10) calendar days after the Notice of Award of said Contract and begin work as set forth in the written Notice to Proceed from the City of Galt (hereinafter referred to as the "City") to Contractor.

In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid. When such a mathematical error appears on the Bid, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

It is understood that this Bid is based upon completion of the work to within a period of calendar days commencing on the day the Notice to Proceed is issued.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other Contract Documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has checked carefully all of the above figures and understands that the City of Galt will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.

The Contractor shall initial below that it has received the appropriate addenda and has incorporated the addenda into its Bid.

Addenda Received and Acknowledged
No. 1 _____
No. 2 _____
No. 3 _____

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

$ _____ not less than ten percent (10%) of amount Bid, plus additive alternates.

- ☐ CERTIFIED CHECK
- ☐ MONEY ORDER

☐ CASHIER'S CHECK
☐ BID BOND

SUBMIT THE FOLLOWING WITH BID:

- **ATTACHMENT A - BIDDER'S BOND**
- **ATTACHMENT B – SUBCONTRACTOR'S LISTING FORM**
- **ATTACHMENT C – NONCOLLUSION AFFIDAVIT**
- **ATTACHMENT D – CERT REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION**
- **ATTACHMENT E – RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS**
- **ATTACHEMENT F – CERTIFICATE OF AUTHORIZATION**
- **STATEMENT OF EXPERIENCE**
- **DESIGNATION OF SUBCONTRACTORS**

SUBMIT THE FOLLOWING UPON CONTRACT AWARD:

- **ATTACHMENT G – CONSTRUCTION AGREEMENT**
- **ATTACHMENT H – PERFORMANCE BOND**
- **ATTACHMENT I - PAYMENT BOND**
- **ATTACHMENT J – WORKER'S COMPENSATION INSURANCE CERTIFICATION**
- **ATTACHMENT K – ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION**
- **ATTACHMENT L – GUARANTEE FORM**

AGREEMENT

It is understood and agreed that if written notice of the City's acceptance of this Bid is mailed, emailed, or delivered to the undersigned Bidder after the opening of the bid, and within the time set in the Notice to Contractors or at any time thereafter before this Bid is withdrawn, the undersigned Bidder will execute and deliver to the City the Agreement for Construction in accordance with the Bid as accepted, within ten (10) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event the Bidder to whom an award is made fails or refuses to execute the Agreement for Construction within ten (10) days from the date of receiving notification that it is the Bidder to whom the Contract is awarded, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the Agreement for Construction.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below 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/her signature shall be placed below.

SIGNATURE IS ON SEPARATE PAGE TO PERMIT BLIND SELECTION/RANKING OF BIDDERS, IF APPLICABLE

NAME OF BIDDER:

_____

Affix Corporate Seal Here

BY:_____

Signature

_____

Type/Print Name

_____

Title

DATE:_____

Valid Contractor's License No.:_____

Expiration date:_____

Public Works Registration No._____

ATTACHMENT A

BID BOND
City of Galt

We,_____, as principal, and _____, as Surety are held and firmly bound unto the City of Galt, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the Proposal of the Principal submitted to the Obligee for the Work described below, for the payment of which sum we hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:
WHEREAS, the Principal is submitting a Bid to the Obligee, for **PEDESTRIAN ENHANCEMENT PROJECT, CIP 55G.**

Order and/or install Pedestrian Enhancement facilities per the project specifications.

for which Bids are to be opened at Galt, CA on **December 13, 2016.**
(Insert date of Bid opening)

NOW, THEREFORE, if the Principal is awarded the Contract and 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 Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time for award of a contract after opening of Bids, alteration, addition, modification, or supplement to the terms of the Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents, shall in any way affect the Surety's obligations under this Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration, addition, modification or supplement to the terms of said Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the court.

Dated: _____, 20___ Principal/Bidder:_____

By:_____

Surety: _____
Address: _____
Telephone: _____
Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF BIDDER AND SURETY.

APPROVED AS TO FORM:

_____

City Attorney

ATTACHMENT B

SUBCONTRACTOR LISTING FORM

LIST OF SUBCONTRACTORS FOR _____
(BIDDER)

PROJECT: _____

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contract Code, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the names, contractor license numbers, and locations of the place of business of each Subcontractor. Please check one of the boxes and sign below:

_____ We are not using any Subcontractors.

_____ All of our Subcontractors are performing at least 1/2 of 1% of the Work listed below, including for additive Alternates, if any.

WORK TO BE PERFORMED	NAME OF SUBCONTRACTOR	LICENSE NUMBER	LOCATION OF PLACE OF BUSINESS

_____
Bidder's Name Signature Title Date

Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.

ATTACHMENT C

NONCOLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF _____

_____, being first duly sworn, deposes and says that he or she is _____ [Title] 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 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 to refrain from bidding; that Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price Bid of Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price Bid, or of that of any other Bidder. All statements contained in the Bid are true. Bidder has not, directly or indirectly, submitted its price Bid or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

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

Bidder's Signature: _____

Title: _____

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.

Subscribed and sworn to before me this

_____ day of _____, 20 ___,
by_____
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

_____
Signature

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION

Bidder hereby certifies, to the best of its knowledge and belief, except as expressly disclosed on this Certificate, that:

The Bidder and/or any of its Principals:

1. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 2. above.

4. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

"Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Bidder shall provide immediate written notice to the City if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This Certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the Contract resulting from this solicitation for default.

BIDDER'S NAME:_____ Date_____

BY:_____
Signature

_____
Type/Print Name

_____
Title

EXCEPTIONS TO CERTIFICATION

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

BIDDER'S NAME:_____ Date_____

BY:_____
Signature

_____
Type/Print Name

_____
Title

ATTACHMENT E

RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

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

1. Within five days after the opening of Bids, Bidder shall provide a written notice to the City of any and all mistakes regarding the Bid for which a Bidder requests relief. The City shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*, Relief of Bidders.

2. Bidders are directed to the City's website, which will provide notice of the date and time of the City Council meeting at which the award of the Contract for this Project shall be considered. All Bidders will be provided with an opportunity to bring to the City Council's attention disputes and/or protests regarding the bidding process. No Bidder may bring any action or proceeding challenging the bidding process unless the alleged grounds for the dispute and/or protest are presented to the City Council before or during the meeting referenced above, and before action by the City Council on award of the contract.

3. Any Bidder complying with the above procedure may bring an action within sixty (60) days from the action of the City Council, in accordance with Section 860 of the California Code of Civil Procedure, to determine the validity of the City Council's action on the award of the contract. The City shall be a defendant and shall be served with the summons and complaint in the action in the manner provided by law for the service of a summons in a civil action. In any such action the summons shall be in the form prescribed in Section 861.1 of the California Code of Civil Procedure except that in addition to being directed to "all persons interested in the matter of [specifying the matter]," it shall also be directed to the City. if the bidder bringing such action fails to complete the publication and such other notice as may be prescribed by the court in accordance with Section 861 of the California Code of Civil Procedure and to file proof thereof in the action within 60 days from the filing of his complaint, the action shall be dismissed on the motion of the City unless good cause for such failure is shown by the bidder.

_____
Bidder's Name

_____
Date

_____
Signature

ATTACHMENT F

CERTIFICATE OF AUTHORIZATION

(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Board of Directors of the _____ _____, a corporation existing under the laws of the State of California, held on _____, ____, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Corporation, be and is hereby authorized to execute the Proposal dated _____, 20___, to the City of Galt and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____ day of _____, 20___.

_____
Secretary

_____
Corporate Officer

(seal)

_____
Corporate Address

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Partnership)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Partners of the _____ _____, a partnership existing under the laws of the State of California, held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to execute the Proposal dated _____, 20___, to the City of Galt and this Partnership and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20___.

_____
Managing Partner

_____
Partnership Address

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Joint Venture)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Principals of the _____ _____, a joint venture existing under the laws of the State of California, held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to execute the Proposal dated _____, 20___, to the City of Galt and this Joint Venture and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Joint Venture this _____ day of _____, 20___.

_____
Managing Principal

(seal)

_____
Joint Venture Address

ATTACHMENT G

CONSTRUCTION AGREEMENT
PEDESTRIAN ENHANCEMENTS PROJECT, CIP 55G

THIS AGREEMENT, dated for identification as of _____ , 20___, is between the **CITY OF GALT**, a municipal corporation, (hereinafter called "City"), and _____, a (hereinafter called "Contractor"). The parties hereto mutually agree to the terms and condition set forth herein.

1. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.

B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

C. The Contract Documents shall include the Notice to Contractors, Addenda, Bid Form, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Galt Improvement Standards as applicable, Sacramento County Standard Construction Specifications sections 12-50 as applicable, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

D. The General Provisions shall mean and refer to the current General Provisions of the City of Galt, which are incorporated herein by this reference as if set forth herein.

2. DEFINITIONS

Unless otherwise specifically provided herein, all work and phrases defined in the General Provisions shall have the same meaning and intent in this Agreement.

3. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

4. **SCOPE OF CONTRACT**

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required under the Contract for the Project entitled:

_____

5. **CONTRACT AMOUNT AND PAYMENTS**

City agrees to pay and Contractor agrees to accept, in full payment for the above work, _____ **DOLLARS ($_____)** as the stipulated sum price which Contractor bid in its Proposal Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

6. **PROGRESS AND FINAL PAYMENTS**

Progress and final payments shall be in accordance with the General Provisions.

7. **RETENTION OF SUMS CHARGED AGAINST CONTRACTOR**

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress payment, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

8. **TIME OF COMPLETION**

A. The entire Work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed. _____.

B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

9. **INSURANCE**

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Provisions.

10. **NO WAIVER OF REMEDIES**

A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall

any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.

B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

11. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

B. Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering and other staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Galt by reasons of the delay in the completion of the Project to serve the public at the specified time.

C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

12. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work in the specified number of **Calendar Days** (as extended, if applicable) will be **THREE HUNDRED and FIFTY DOLLARS ($350.00)** for each **Calendar day** beyond the specified time of completion, continuing to the time at which the Work is completed.

B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

13. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, City may terminate this Contract or the Contractor's right to proceed at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.

B. Upon such termination Contractor shall not be entitled to receive any compensation for services rendered by it after such termination, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the work is completed.

14. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if

contractor is adjudged to be bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Article 5 of the General Provisions.

B. City shall have the right to complete, or cause completion of the work, all as specified in the General Provisions of the General Provisions.

15. PERFORMANCE AND PAYMENT BONDS

A. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.

1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract.

B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

C. Bonds shall only be accepted from an *"Admitted surety insurer"*, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state.

Contractor must submit all of the following with the bonds:

- The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

16. SUBSTITUTION OF SECURITIES FOR MONEY WITHHELD

A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.

B. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.

C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

17. LABOR CODE COMPLIANCE

A. City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing

wages under Labor Code section 1771.

B. Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

18. UNFAIR COMPETITION

A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

> "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 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, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

19. ASSIGNMENT

Neither this Agreement nor any rights or obligations herein of Contractor shall be assigned without the prior written consent of City.

20. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the City and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

\\\\SIGNATURE PAGE FOLLOWS/////

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:

(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)

Date	Tax I.D. Number
Signature	Signature
Print Name	Print Name
Title	Title

CITY OF GALT, A Municipal Corporation:

Date	
ATTEST:	FUNDING AVAILABLE:
City Clerk	Finance Director
ORIGINAL APPROVED AS TO CONTENT:	ORIGINAL APPROVED AS TO FORM:
, Director	Steven P. Rudolph, City Attorney

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

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.

CERTIFICATE OF ACKNOWLEDGMENT

State of _____

County of _____

On _____, 2015, 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 _____ (Seal)

ATTACHMENT H

PERFORMANCE BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Galt

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF GALT (hereinafter referred to as "CITY") has awarded to _____, hereinafter designated as the "Principal" a contract for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal 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, said Principal 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 Principal 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 said Principal, 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 two-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 part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by CITY in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the CITY's rights or Principal's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal 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 Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

(3) Permit the CITY to complete the Project in any manner consistent with California 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 Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the CITY may reject any design-builder, contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a bid from Principal for completion of the Project if the CITY, when declaring Principal in default, notifies Surety of the CITY's objection to Principal's further participation in the completion of the Project.

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 there under 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2015, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

APPROVED AS TO FORM

_____

City Attorney

ATTACHMENT I

PAYMENT BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Galt

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF GALT (hereinafter referred to as "CITY") has awarded to _____, (hereinafter designated as "Principal") an agreement for _____ (hereinafter referred to as the "Project").

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

WHEREAS, said Principal is required to furnish a bond in connection with said Contract providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms 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 the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we, the undersigned Principal 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 Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein. In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any

and all persons, companies and corporations entitled to make claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the specification accompanying the same 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 or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2015, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

APPROVED AS TO FORM

_____

City Attorney

ATTACHMENT J

WORKERS' COMPENSATION INSURANCE CERTIFICATION
(To be Submitted with Construction Agreement)

TO THE CITY OF GALT:

The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Workmen's compensation or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of work on this Contract.

Name of Contractor

By:_____

Title:_____

Address:_____

Date:_____

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual. If the Contractor is: (example)

1. An individual using a firm name, sign "John Doe, an individual doing business as "Blank Company."
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign" "John Doe, and Richard Doe, co-partners doing business as Blank Company, by John Doe, Co-Partner."
4. A corporation or limited liability company, sign: "Blank Company, by John Doe, Secretary." (or other title)
5. A joint venture, sign: "Blank Joint Venture, by John Doe, Managing Principal."

ATTACHMENT K

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____ _____whose address is _____, hereinafter called Owner, _____ whose address is _____, hereinafter called Contractor, and _____ _____ whose address is _____, _____, hereinafter called Escrow Agent.

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for (in the amount of) _____dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the escrow agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

2. The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable tot he Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:	On behalf of Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address

On behalf of Escrow Agent:

_____
Title

_____
Name

_____
Signature

_____
Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:	Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature

ATTACHMENT L

GUARANTEE FORM

{Print on Contractor/Subcontractor Letterhead And Submit at Close-Out}

_____ {Contractor's Name} hereby unconditionally guarantees that the Work performed at _____ [insert Project] has been done in accordance with the requirements of the Contract therefor and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from and after City acceptance of the Work, in accordance with the General Provisions, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the City to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City, or its property or licensees, the City may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the City's rights on such contract.

CONTRACTOR'S SIGNATURE_____

PRINT NAME_____

GENERAL PROVISIONS

The City of Galt General Provisions is not physically included in the contract bid documents, and is included only by the website link (under Forms and Publications and Standards and Specifications) below:

http://www.ci.galt.ca.us/index.aspx?page=114

The contractor agrees, by submitting any contract bid, that the contractor is capable of accessing the City of Galt's website to view and print the City of Galt General Provisions. The contractor agrees that all the terms and conditions are part of the contract bid documents.

TECHNICAL / SPECIAL PROVISIONS
PEDESTRIAN ENHANCEMENTS PROJECT, CIP 55G

TRAFFIC CONTROL / MOBILIZATION
Traffic Control and Mobilization shall conform to Caltran's Standard Construction Specification.

Full compensation for Traffic Control / Mobilization shall be assumed included in the total bid and no additional payment shall be made thereafter.

EXISTING FACILITIES / RESTORATION OF SURFACES
Contractor shall be responsible for all underground exploration /USA work to confirm any new installation will not damage or effect existing facilities. If any existing facility is damage due to installation work of this project, the contractor shall make repair at his own expense and to the satisfaction of the Engineer.

Full compensation for Existing Facilities / Restoration of Surfaces shall be assumed included in the total bid and no additional payment shall be made thereafter.

BID ITEM NO. 1, R1-6 POST AND MOUNT
The contractor is required to order and deliver the bid item material to 495 Industrial Way, Galt CA 95632. No installation work is required for this bid item.

The R1-6 Post and Mount shall be "Impact Recovery System" or approved equal. Each Post and Mount bid shall include the following (including all screws and attachments):

- R-MP2-CAP
- C-PED-42WC-RK POST
- C-SA-T TUBULAR MARKER/SOCKET BASE
- BS-SMFB FIXED STYLE BASE

Full Compensation for R1-6 Post and Mount shall be per the EACH unit and no additional compensation shall be made thereafter.

BID ITEM NO. 2, R1-6 TRAFFIC SIGNS
The contractor is required to order and deliver the bid item material to 495 Industrial Way, Galt CA 95632. No installation work is required for this bid item

The R1-6 traffic sign shall be 12" X 36" Fluorescent Yellow Green Diamond Grade Reflective Sheeting with 10" X 24" White Hi Intensity Sheeting Insert R1-6 by "Impact Recovery System" or approved equal.

Full Compensation for R1-6 Traffic Signs shall be per the EACH unit and no additional compensation shall be made thereafter.

BID ITEM NO 3 RRFB CROSSWALK SYSTEM - VINTAGE OAK AVE AND CARILLION BLVD.
The contractor is required to provide all time, labor, equipment, material, and all other needed facilities for the full and complete assembly and installation of this bid item.

RRFB installation shall conform to FHWA (IA-11) requirements. The lighted crosswalk system shall be Rectangular Rapid Flashing Beacon (RRFB-XL2) LED Crosswalk System Warning System by TAPCO or approved equal. Assembly for this location shall include:

- Two Heavy duty pole package (Tapco or approved equal) - 15' 4.5" OD Pole (SKU #101920) including all required foundation work. Foundation shall be installed per manufacturer's recommendations. Complete RRFB assembly including S1-1/W16-7P school zone signs. At each intersection corner where RRFB's / new poles are to be located, contractor shall recommend the best location to meet ADA clearance and for the best vehicle visibility for review. Contractor shall make installation only after City approval. City may be installing new crosswalk striping on the south side of the intersection which will may dictate where one of the new RRFB/pole will be located.
- Northbound advance warning signs: Install warning beacon (sync with RRFB), S1-1 and W16-9R (Ahead) sign on existing street light.
- Southbound advance warning signs: Install new S1-1 and W16-9R signs on existing flashing beacon light.

Full Compensation shall be paid for by the Lump Sum units and no additional compensation shall be made thereafter.

BID ITEM NO 4 RRFB CROSSWALK SYSTEM – ELK HILLS DR AND CARILLION BLVD.
The contractor is required to provide all time, labor, equipment, material, and all other needed facilities for the full and complete assembly and installation of this bid item.

RRFB installation shall conform to FHWA (IA-11) requirements. The lighted crosswalk system shall be Rectangular Rapid Flashing Beacon (RRFB-XL2) LED Crosswalk System Warning System by TAPCO or approved equal. Assembly for this location shall include:

- Two Heavy duty pole package (Tapco or approved equal) - 15' 4.5" OD Pole (SKU #101920) including all required foundation work. Foundation shall be installed per manufacturer's recommendations. Complete RRFB assembly including S1-1/W16-7P school zone signs. At each intersection corner where RRFB's / new poles are to be located, contractor shall recommend the best location to meet ADA clearance and for the best vehicle visibility for review. Contractor shall make installation only after City approval. City may be installing new crosswalk striping on the south side of the intersection which will may dictate where one of the new RRFB/pole will be located.
- Eastbound advance warning signs: Install new S1-1 and W16-9R signs on existing flashing beacon light.
- Westbound advance warning signs: Install new S1-1 and W16-9R signs on existing flashing beacon light.

Full Compensation shall be paid for by the Lump Sum units and no additional compensation shall be made thereafter.

BID ITEM NO 5 RRFB CROSSWALK SYSTEM – LAKE CANYON AVE AND CARILLION BLVD.
The contractor is required to provide all time, labor, equipment, material, and all other needed facilities for the full and complete assembly and installation of this bid item.

Rectangular Rapid Flashing Beacon (RRFB-XL2) LED Crosswalk System Warning System by TAPCO or approved equal. This location previously had in-road warning light system/assembly. Use existing facilities for the RRFB assembly.

Full Compensation shall be paid for by the Lump Sum units and adjustments shall be made as needed.

BID ITEM NO 6 RRFB CROSSWALK SYSTEM – ELK HILLS DR AND WALNUT ROAD
The contractor is required to provide all time, labor, equipment, material, and all other needed facilities for the full and complete assembly of this bid item.

RRFB installation shall conform to FHWA (IA-11) requirements. The lighted crosswalk system shall be Rectangular Rapid Flashing Beacon (RRFB-XL2) LED Crosswalk System Warning System by TAPCO or approved equal. This location previously had in-road warning light system/assembly. Use existing facilities for the RRFB assembly.

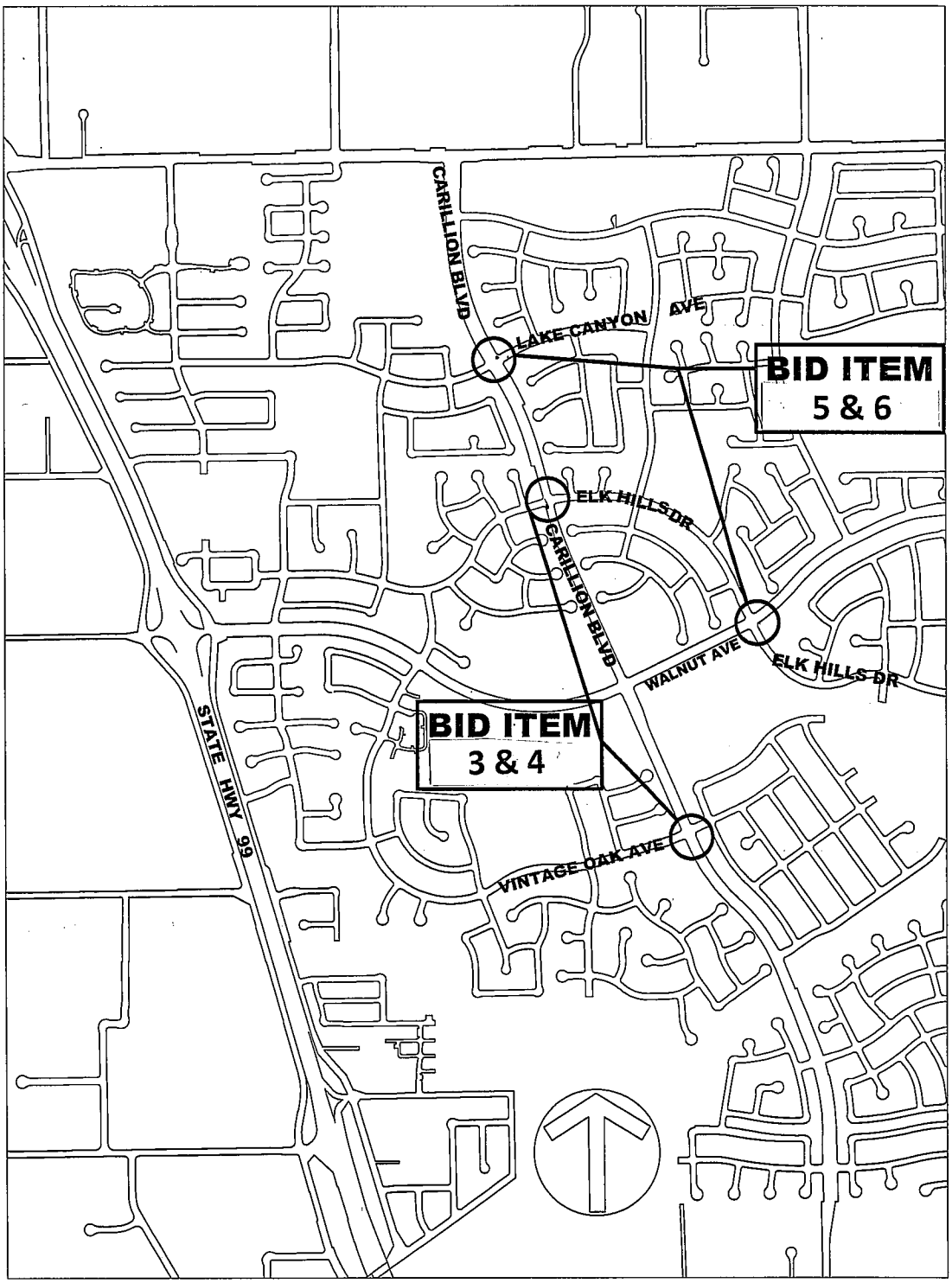
Full Compensation shall be paid for by the Lump Sum units and adjustments shall be made as needed.

BID ITEM NO. 7, AUDIBLE PUSH BUTTON REPLACEMENT AT EXISTING SIGNAL LIGHTS
The contractor is required to provide all time, labor, equipment, material, and all other needed facilities for the full and complete assembly and installation of this bid item.

Audible push button replacement shall be Polara EZCommunicator 2 Wire Navigator APS System or approved equal. The location of is work is at:

- C Street and Civic Drive
- C Street and Lincoln Way
- Lincoln Way and A Street

The contractor is responsible for verifying the existing control box, street light poles, wiring and all other facilities to make sure the new audible push buttons are compatible.

Full compensation for the Audible Push Button Replacement at Existing Signal Lights shall be paid for by the EACH unit and no additional payment shall be make thereafter.

CITY OF GALT
PEDESTRIAN ENHANCEMENT PROJECT, CIP 55G
SITE MAP