

# CITY OF NEWPORT BEACH

## NOTICE INVITING BIDS

Sealed bids shall be submitted electronically via PlanetBids to office of the City Clerk,  
100 Civic Center Drive, Newport Beach, CA 92660  
By 10:00 AM on the 14th day of February, 2018,  
at which time such bids shall be opened and read for

### NEWPORT ELEMENTARY PLAYFIELD

Contract No. 8150-2

\$ 500,000  
Engineer's Estimate



Approved by

A handwritten signature in blue ink, which appears to read "Mark Vukojevic", is written over a horizontal line.

Mark Vukojevic  
City Engineer

Prospective bidders may obtain Bid Documents, Project Specifications and Plans  
via PlanetBids:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=22078>

Hard copy plans are available via  
Mouse Graphics at (949) 548-5571  
Located at 659 W. 19<sup>th</sup> Street, Costa Mesa, CA 92627

**Contractor License Classification(s) required for this project: "A"**  
For further information, call Patrick Arciniega, Project Manager at (949) 644-3347

BID INFORMATION IS AVAILABLE ON THE CITY WEBSITE:  
<http://newportbeachca.gov/government/open-transparent/online-services/bids-rfps-vendor-registration>

**City of Newport Beach**

**NEWPORT ELEMENTARY PLAYFIELD**

**Contract No. 8150-2**

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## City of Newport Beach

### NEWPORT ELEMENTARY PLAYFIELD

#### Contract No. 8150-2

#### INSTRUCTIONS TO BIDDERS

1. The following documents shall be completed, executed, uploaded and received by the City Clerk *via PlanetBids* in accordance with NOTICE INVITING BIDS:

INSTRUCTIONS TO BIDDERS

BIDDER'S BOND (*Original copies must be submitted to the City Clerk's Office*)

DESIGNATION OF SUBCONTRACTORS (*Contractor shall also submit info via PlanetBids*)

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

INFORMATION REQUIRED OF BIDDER

ALL ADDENDA TO PLANS AND SPECIFICATIONS AS ISSUED BY AGENCY PRIOR TO BID

OPENING DATE (if any; *Contractor shall confirm via PlanetBids*)

TECHNICAL ABILITY AND EXPERIENCE REFERENCES

NON-COLLUSION AFFIDAVIT

DESIGNATION OF SURETIES

PROPOSAL (*LINE ITEMS to be completed via PlanetBids, Acknowledgement form must be signed*)

The City Clerk's Office will open and read the bid results from PlanetBids immediately following the Bid Opening Date (Bid Due Date.)

The Bid Results are immediately available to the public via PlanetBids following the Bid Opening Date (Bid Due Date).

Members of the public who would like to attend this reading may go to Bay E, 2<sup>nd</sup> Floor of the Civic Center (Located at 100 Civic Center Dr.)

2. Cash, certified check or cashier's check (sum not less than 10 percent of the total bid price) may be received in lieu of the BIDDER'S BOND. The title of the project and the words "Sealed Bid" shall be clearly marked on the outside of the envelope containing the documents. Original copies must be submitted to the City Clerk's Office.
3. The City of Newport Beach will not permit a substitute format for the Contract Documents listed above. Bidders are advised to review their content with bonding and legal agents prior to submission of bid.
4. BIDDER'S BOND shall be issued by an insurance organization or surety (1) currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, and (2) listed as an acceptable surety in the latest revision of the Federal Register Circular 570. The successful bidder's security shall be held until the Contract is executed. *Original copies must be submitted to the City Clerk's Office by the Bid Opening Date.*
5. The estimated quantities indicated in the PROPOSAL are approximate, and are given solely to allow the comparison of total bid prices.
6. Bids are to be computed upon the estimated quantities indicated in the PROPOSAL multiplied by unit price submitted by the bidder. In the event of discrepancy between wording and figures, bid wording shall prevail over bid figures. In the event of error in the multiplication of estimated

quantity by unit price, the correct multiplication will be computed and the bids will be compared with correctly multiplied totals. The City shall not be held responsible for bidder errors and omissions in the PROPOSAL.

7. The City of Newport Beach reserves the right to reject any or all bids and to waive any minor irregularity or informality in such bids. Pursuant to Public Contract Code Section 22300, at the request and expense of the Contractor, securities shall be permitted in substitution of money withheld by the City to ensure performance under the contract. The securities shall be deposited in a state or federal chartered bank in California, as the escrow agent.
8. In accordance with the California Labor Code (Sections 1770 *et seq.*), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the contract. A copy of said determination is available by calling the prevailing wage hotline number **(415) 703-4774**, and requesting one from the Department of Industrial Relations. All parties to the contract shall be governed by all provisions of the California Labor Code – including, but not limited to, the requirement to pay prevailing wage rates (Sections 1770-7981 inclusive). A copy of the prevailing wage rates shall be posted by the Contractor at the job site.
9. The Contractor shall be responsible for insuring compliance with provisions of Section 1777.5 of the Labor Code Apprenticeship requirements and Section 4100 *et seq.* of the Public Contracts Code, “Subletting and Subcontracting Fair Practices Act”.
10. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
11. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
12. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
13. All documents shall bear signatures and titles of persons authorized to sign on behalf of the bidder. For corporations, the signatures shall be of a corporate officer or an individual authorized by the corporation. For partnerships, the signatures shall be of a general partner. For sole ownership, the signature shall be of the owner.
14. Pursuant to Public Contract Code section 9204, for any demand by contractor, whether on behalf of itself or a subcontractor that lacks privity of contract with the City but has requested that contractor proceed on its behalf, sent by registered mail or certified mail return receipt requested for a time extension, payment by the City for money or damages arising from work done by, or on behalf of, the contractor and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or for payment of an amount that is disputed by the City, the following is a summary of the claims resolution process to be applied:
  - A. The City shall review the claim and, within 45 days, shall provide a written statement identifying the portions of the claim that are disputed and undisputed. This time period may be extended by mutual agreement. The claimant shall furnish all reasonable documentation to support the claim. If the City needs approval from its City Council to provide the written statement and the City Council does not meet within the prescribed time

period, the City shall have up to 3 days following the next regular meeting of the City Council to provide the written statement. Payment of the undisputed portion of the claim shall be made within 60 days after the City issues its written statement.

- B. If the claimant disputes the City's written statement or if the City does not issue a written statement in the prescribed time period, the claimant may demand in writing an informal meet and confer conference, which shall be scheduled within 30 days of receipt of claimant's demand.
- C. Within 10 business days of the meet and confer conference, if a dispute remains, the City shall provide a written statement identifying the portion of the claim that remains in dispute and the undisputed portion. The City shall pay any remaining amount of the undisputed portion within 60 days. Any disputed portion of the claim shall be submitted to nonbinding mediation or similar nonbinding process, with the City and claimant sharing the costs equally and agreeing to a mediator within 10 business days. If the parties cannot timely agree on a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate the remaining disputed portion. If mediation is unsuccessful, any remaining disputed portion shall be addressed using procedures outside of Public Contract Code section 9204.
- D. Failure by the City to meet the time requirements herein shall result in the claim being rejected in its entirety and shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

The signature below represents that the above has been reviewed.

\_\_\_\_\_  
Contractor's License No. & Classification

\_\_\_\_\_  
Authorized Signature/Title

\_\_\_\_\_  
DIR Reference Number & Expiration Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder

**City of Newport Beach**

**NEWPORT ELEMENTARY PLAYFIELD**

**Contract No. 8150-2**

**BIDDER'S BOND**

We, the undersigned Principal and Surety, our successors and assigns, executors, heirs and administrators, agree to be jointly and severally held and firmly bound to the City of Newport Beach, a charter city, in the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), to be paid and forfeited to the City of Newport Beach if the bid proposal of the undersigned Principal for the construction of **Storm Drain System Repair/Rehabilitation Project, Contract No. 8150-2** in the City of Newport Beach, is accepted by the City Council of the City of Newport Beach and the proposed contract is awarded to the Principal, and the Principal fails to execute the Contract Documents in the form(s) prescribed, including the required bonds, and original insurance certificates and endorsements for the construction of the project within thirty (30) calendar days after the date of the mailing of "Notification of Award", otherwise this obligation shall become null and void.

If the undersigned Principal executing this Bond is executing this Bond as an individual, it is agreed that the death of any such Principal shall not exonerate the Surety from its obligations under this Bond.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, **2018**.

\_\_\_\_\_  
Name of Contractor (Principal)

\_\_\_\_\_  
Authorized Signature/Title

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Telephone

**(Notary acknowledgment of Principal & Surety must be attached)**

**ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_ } ss.

On \_\_\_\_\_ 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 signatures(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)

**OPTIONAL INFORMATION**

Date of Document \_\_\_\_\_ Thumbprint of Signer

Type or Title of Document \_\_\_\_\_

Number of Pages in Document \_\_\_\_\_

Document in a Foreign Language \_\_\_\_\_

Type of Satisfactory Evidence:

\_\_\_\_\_ Personally Known with Paper Identification

\_\_\_\_\_ Paper Identification

\_\_\_\_\_ Credible Witness(es)

Capacity of Signer:

\_\_\_\_\_ Trustee

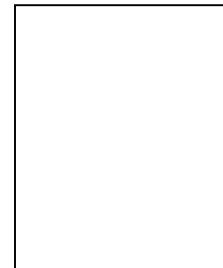
\_\_\_\_\_ Power of Attorney

\_\_\_\_\_ CEO / CFO / COO

\_\_\_\_\_ President / Vice-President / Secretary / Treasurer

\_\_\_\_\_ Other: \_\_\_\_\_

Other Information: \_\_\_\_\_



Check here if  
no thumbprint  
or fingerprint  
is available.

**ACKNOWLEDGMENT**

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State of California  
County of \_\_\_\_\_ } ss.

On \_\_\_\_\_ 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 signatures(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)

---

**OPTIONAL INFORMATION**

Date of Document \_\_\_\_\_

Thumbprint of Signer

Type or Title of Document \_\_\_\_\_

Number of Pages in Document \_\_\_\_\_

Document in a Foreign Language \_\_\_\_\_

Type of Satisfactory Evidence:

\_\_\_\_\_ Personally Known with Paper Identification

\_\_\_\_\_ Paper Identification

\_\_\_\_\_ Credible Witness(es)

Capacity of Signer:

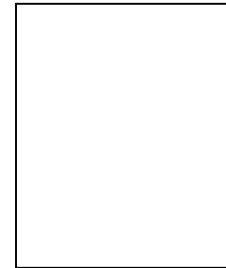
\_\_\_\_\_ Trustee

\_\_\_\_\_ Power of Attorney

\_\_\_\_\_ CEO / CFO / COO

\_\_\_\_\_ President / Vice-President / Secretary / Treasurer

\_\_\_\_\_ Other: \_\_\_\_\_



Check here if  
no thumbprint  
or fingerprint  
is available.

Other Information: \_\_\_\_\_  
\_\_\_\_\_



**City of Newport Beach**

**NEWPORT ELEMENTARY PLAYFIELD**

**Contract No. 8150-2**

**DESIGNATION OF SUBCONTRACTOR(S)**

State law requires the listing of all subcontractors who will perform work in an amount in excess of one-half of one percent of the Contractor's total bid. If a subcontractor is not listed, the Contractor represents that he/she is fully qualified to and will be responsible for performing that portion of the work. Substitution of subcontractors shall be made only in accordance with State law and/or the Standard Specifications for Public Works Construction, as applicable.

Pursuant to Public Contract Code Section 22300 appropriate securities may be substituted for any monies to be withheld to ensure performance under the Contract.

The Bidder, by signing this designation, certifies that bids from the following subcontractors have been used in formulating the bid for the project and that these subcontractors will be used subject to the approval of the Engineer and in accordance with State law. No changes may be made in these subcontractors except with prior approval of the City of Newport Beach. (Use additional sheets if needed.)

Subcontractor's Information	Bid Item Number	Description of Work	% of Total Bid
Name: Address: Phone: State License Number: DIR Reference: Email Address:			
Name: Address: Phone: State License Number: DIR Reference: Email Address:			
Name: Address: Phone: State License Number: DIR Reference: Email Address:			

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Authorized Signature/Title

**City of Newport Beach**

**NEWPORT ELEMENTARY PLAYFIELD**

**Contract No. 8150-2**

**TECHNICAL ABILITY AND EXPERIENCE REFERENCES**

**Contractor must use this form!!! Please print or type.**

Bidder's Name \_\_\_\_\_

FAILURE OF THE BIDDER TO PROVIDE ALL REQUIRED INFORMATION IN A COMPLETE AND ACCURATE MANNER MAY BE CONSIDERED NON-RESPONSIVE.

For all public agency projects you have worked on (or are currently working on) in the past 2 years in excess of \$100,000, provide the following information:

**No. 1**

Project Name/Number \_\_\_\_\_

Project Description \_\_\_\_\_

Approximate Construction Dates: From \_\_\_\_\_ To: \_\_\_\_\_

Agency Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

Original Contract Amount \$ \_\_\_\_\_ Final Contract Amount \$ \_\_\_\_\_

If final amount is different from original, please explain (change orders, extra work, etc.)

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

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

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

**No. 2**

Project Name/Number \_\_\_\_\_

Project Description \_\_\_\_\_

Approximate Construction Dates: From \_\_\_\_\_ To: \_\_\_\_\_

Agency Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

Original Contract Amount \$ \_\_\_\_\_ Final Contract Amount \$ \_\_\_\_\_

If final amount is different from original, please explain (change orders, extra work, etc.)

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

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

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

**No. 3**

Project Name/Number \_\_\_\_\_

Project Description \_\_\_\_\_

Approximate Construction Dates: From \_\_\_\_\_ To: \_\_\_\_\_

Agency Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

Original Contract Amount \$ \_\_\_\_\_ Final Contract Amount \$ \_\_\_\_\_

If final amount is different from original, please explain (change orders, extra work, etc.)

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

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

\_\_\_\_\_

**No. 4**

Project Name/Number \_\_\_\_\_

Project Description \_\_\_\_\_

Approximate Construction Dates: From \_\_\_\_\_ To: \_\_\_\_\_

Agency Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

Original Contract Amount \$ \_\_\_\_\_ Final Contract Amount \$ \_\_\_\_\_

If final amount is different from original, please explain (change orders, extra work, etc.)

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

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

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

**No. 5**

Project Name/Number \_\_\_\_\_

Project Description \_\_\_\_\_

Approximate Construction Dates: From \_\_\_\_\_ To: \_\_\_\_\_

Agency Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

Original Contract Amount \$ \_\_\_\_\_ Final Contract Amount \$ \_\_\_\_\_

If final amount is different from original, please explain (change orders, extra work, etc.)

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

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

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

**No. 6**

Project Name/Number \_\_\_\_\_

Project Description \_\_\_\_\_

Approximate Construction Dates: From \_\_\_\_\_ To: \_\_\_\_\_

Agency Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

Original Contract Amount \$ \_\_\_\_\_ Final Contract Amount \$ \_\_\_\_\_

If final amount is different from original, please explain (change orders, extra work, etc.)

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

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

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

Attach additional sheets if necessary.

**Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Contractor.**

Upon request, the Contractor shall attach a financial statement and other information sufficiently comprehensive to permit an appraisal of the Contractor's current financial conditions.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Authorized Signature/Title

**City of Newport Beach**

**NEWPORT ELEMENTARY PLAYFIELD**

**Contract No. 8150-2**

**NON-COLLUSION AFFIDAVIT**

State of California )  
 ) ss.  
County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Bidder Authorized Signature/Title

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 2018

by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

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

\_\_\_\_\_  
Notary Public

[SEAL]

My Commission Expires: \_\_\_\_\_

**City of Newport Beach**

**NEWPORT ELEMENTARY PLAYFIELD**

**Contract No. 8150-2**

**DESIGNATION OF SURETIES**

Bidder's name \_\_\_\_\_

Provide the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds (list by insurance/bond type):

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**City of Newport Beach**

**NEWPORT ELEMENTARY PLAYFIELD**

**Contract No. 8150-2**

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD  
TO ACCOMPANY PROPOSAL**

Bidder's Name \_\_\_\_\_

Record Last Five (5) Full Years  
Current Year of Record

	Current Year of Record <b>2018</b>	Record for <b>2017</b>	Record for <b>2016</b>	Record for <b>2015</b>	Record for <b>2014</b>	Record for <b>2013</b>	Total
No. of contracts							
Total dollar Amount of Contracts (in Thousands of \$)							
No. of fatalities							
No. of lost Workday Cases							
No. of lost workday cases involving permanent transfer to another job or termination of employment							

The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.



Legal Business Name of Bidder \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Business Tel. No.: \_\_\_\_\_  
State Contractor's License No. and  
Classification: \_\_\_\_\_  
Title \_\_\_\_\_

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Signature of  
bidder \_\_\_\_\_  
Date \_\_\_\_\_  
Title \_\_\_\_\_  
Signature of  
bidder \_\_\_\_\_  
Date \_\_\_\_\_  
Title \_\_\_\_\_  
Signature of  
bidder \_\_\_\_\_  
Date \_\_\_\_\_  
Title \_\_\_\_\_  
Signature of  
bidder \_\_\_\_\_  
Date \_\_\_\_\_  
Title \_\_\_\_\_

**Signature Requirements:** If bidder is an individual, name and signature of individual must be provided, if doing business under a fictitious name, the fictitious name must be set fort along with the County. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or if fewer than all of the partners/joint ventures submit with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by signatures of the corporation President or Vice President or President and Secretary or Assistant Secretary, and the corporate seal, or submit with evidence of authority to act on behalf of the corporation. All must be acknowledged before a Notary Public, who must certify that such individuals, partners/joint ventures, or officers were proven on the basis of satisfactory evidence to be the persons whose name are subscribed to and acknowledged that they executed the same in their authorized capacities.

**[NOTARY ACKNOWLEDGMENT and CORPORATE SEAL MUST BE ATTACHED]**

**City of Newport Beach**

**NEWPORT ELEMENTARY PLAYFIELD**

**Contract No. 8150-2**

**ACKNOWLEDGEMENT OF ADDENDA**

Bidder's name \_\_\_\_\_

The bidder shall signify receipt of all Addenda here, if any, and attach executed copy of addenda to bid documents:

Addendum No.	Date Received	Signature

**City of Newport Beach**

**NEWPORT ELEMENTARY PLAYFIELD**

**Contract No. 8150-2**

**INFORMATION REQUIRED OF BIDDER**

Bidder certifies under penalty of perjury under the laws of the State of California that the following information is true and correct:

Name of individual Contractor, Company or Corporation: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone and Fax Number: \_\_\_\_\_

California State Contractor's License No. and Class: \_\_\_\_\_  
(REQUIRED AT TIME OF AWARD)

Original Date Issued: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

List the name and title/position of the person(s) who inspected for your firm the site of the work proposed in these contract documents:

\_\_\_\_\_

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this proposal:

Name	Title	Address	Telephone
------	-------	---------	-----------

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Corporation organized under the laws of the State of \_\_\_\_\_

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

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All company, corporate, or fictitious business names used by any principal having interest in this proposal are as follows:

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For all arbitrations, lawsuits, settlements or the like (in or out of court) you have been involved in with public agencies in the past five years (Attach additional Sheets if necessary) provide:

Provide the names, addresses and telephone numbers of the parties;

---

---

---

Briefly summarize the parties' claims and defenses;

---

---

---

Have you ever had a contract terminated by the owner/agency? If so, explain.

---

---

Have you ever failed to complete a project? If so, explain.

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For any projects you have been involved with in the last 5 years, did you have any claims or actions by any outside agency or individual for labor compliance (i.e. failure to pay prevailing wage, falsifying certified payrolls, etc.)? Yes / No

Are any claims or actions unresolved or outstanding? Yes / No

If yes to any of the above, explain. (Attach additional sheets, if necessary)

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Failure of the bidder to provide ALL requested information in a complete and accurate manner may be considered non-responsive.

\_\_\_\_\_  
**(Print name of Owner or President  
of Corporation/Company)**

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Authorized Signature/Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

On \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

My Commission Expires: \_\_\_\_\_

**City of Newport Beach**

**NEWPORT ELEMENTARY PLAYFIELD**

**Contract No. 8150-2**

**NOTICE TO SUCCESSFUL BIDDER**

The following Contract Documents shall be executed and delivered to the Engineer within ten (10) days (not including Saturday, Sunday and Federal holidays) after the date shown on the "Notification of Award" to the successful bidder:

- CONTRACT WITH REQUIRED INSURANCE CERTIFICATES AND ENDORSEMENTS
- LABOR AND MATERIALS PAYMENT BOND
- FAITHFUL PERFORMANCE BOND

The City of Newport Beach will not permit a substitute format for these Contract Documents. Bidders are advised to review their content with bonding, insuring and legal agents prior to submission of bid. **Original Certificate(s) of Insurance, General Liability Insurance Endorsement, and Automobile Liability Insurance Endorsement shall be provided as required by the Contract documents and delivered to the Public Works Department within ten (10) working days after the date shown on the Notification of Award to the successful bidder.**

The Labor and Materials Payment Bond and Faithful Performance Bond shall be issued by an insurance organization or surety (1) currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, and (2) listed as an acceptable surety in the latest revision of the Federal Register Circular 570.

Pursuant to Public Contract Code Section 22300, appropriate securities may be substituted for any monies to be withheld to ensure performance under the Contract.

Insurance companies affording coverage shall be (1) currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, and (2) assigned Policyholders' Rating A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide: Property-Casualty. Coverages shall be provided as specified in the Standard Specifications for Public Works Construction, except as modified by the Special Provisions. Certificates of Insurance and additional insured endorsements shall be on the insurance company's forms, fully executed and delivered with the Contract. The Notice to Proceed will not be issued until all contract documents have been received and approved by the City.

City of Newport Beach

NEWPORT ELEMENTARY PLAYFIELD

Contract No. 8150-2

SAMPLE CITY  
CONTRACT

**City of Newport Beach**

**NEWPORT ELEMENTARY PLAYFIELD**

**Contract No. 8150-2**

**PROPOSAL**

*(Contractor shall submit proposals via the PROPOSAL (Bid Line Items) contained in PlanetBids.  
Contractor shall sign the below acknowledgement)*

To the Honorable City Council  
City of Newport Beach  
100 Civic Center Drive  
Newport Beach, California 92660

Gentlemen:

The undersigned declares that he has carefully examined the location of the work, has read the Instructions to the Bidders, has examined the Plans and Special Provisions, and hereby proposes to furnish all materials except that material supplied by the City and shall perform all work required to complete Contract No. **8150-2** in accordance with the Plans and Special Provisions, and will take in full payment therefore the following unit prices for the work, complete in place, to wit:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Bidder's Telephone and Fax Numbers

\_\_\_\_\_  
Bidder's Authorized Signature and Title

\_\_\_\_\_  
Bidder's License No(s).  
and Classification(s)

\_\_\_\_\_  
Bidder's Address

Bidder's email address: \_\_\_\_\_