

PROPOSAL TO CITY OF WATERFORD
DEPARTMENT OF PUBLIC WORKS
FOR THE CONSTRUCTION OF

**F STREET OVERLAY
WATERFORD, CALIFORNIA**

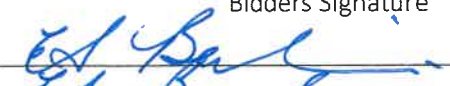
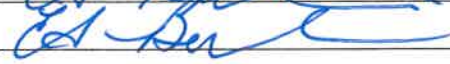
NAME OF BIDDER **George Reed, Inc.**
BUSINESS P.O. BOX **P.O. Box 4760**
CITY, STATE, ZIP **Modesto, CA 95352**
BUSINESS STREET ADDRESS **140 Empire Avenue**
(Please include even if P.O. Box used)
CITY, STATE, ZIP **Modesto, CA 95354**
TELEPHONE NO: AREA CODE (**209**) **523-0734**
FAX NO: AREA CODE (**209**) **523-4313**
CONTRACTOR LICENSE NO. **211337**

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the Federal prevailing wage rates or), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the Standard Specifications and Drawings for the City of Waterford, dated January, 2014, and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are included in this document. Project plans for the work to be done were approved and are entitled:

**IMPROVEMENT PLANS FOR
F STREET OVERLAY**

Receipt of copies of the following addenda(s) is hereby acknowledged.

Addendum No.	Bidders Signature		Date
<u>1</u>		Ed Berlier VP/GM	<u>04/27/23</u>
<u>2</u>		Ed Berlier VP/GM	<u>04/27/23</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Bids are to be submitted for the entire work necessary to construct those items listed in the "Contractor's Bid" sheet (P-3). The amount of the bid for comparison purposes will be the total of all items of the base bid and any combination of the bid alternates.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case

of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

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

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

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

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

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the City of Waterford within 14 calendar days, not including legal holidays, after the bidder has received notice from the City of Waterford that the contract has been awarded, the Department of Public Works may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the City of Waterford.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the City of Waterford in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

Addendum #1

CONTRACTOR'S BID

No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Mobilization	1	LS @	<u>75,000-</u>	= <u>75,000-</u>
2.	Remove Existing Pavement	25,000	SF @	<u>2-</u>	= <u>50,000-</u>
3.	Remove Existing Concrete	470	SF @	<u>1-</u>	= <u>470-</u>
4.	Grading	1	LS @	<u>75,000-</u>	= <u>75,000-</u>
5.	Concrete, 4" Sidewalk	1,415	SF @	<u>10-</u>	= <u>14,150-</u>
6.	Vertical Curb & Gutter	310	LF @	<u>44-</u>	= <u>13,640-</u>
7.	Case "A" Pedestrian Ramp (Remove & Replace)	6	EA @	<u>9,200-</u>	= <u>55,200-</u>
8.	Case "B" Pedestrian Ramp (Remove & Replace)	14	EA @	<u>7,300-</u>	= <u>102,200-</u>
9.	Case "C" Pedestrian Ramp (Remove & Replace)	2	EA @	<u>3,700-</u>	= <u>7,400-</u>
10.	Valley Gutter	520	SF @	<u>40-</u>	= <u>20,800-</u>
11.	Pavement, 3" AC / 6" AB	9,650	SF @	<u>4.50</u>	= <u>43,425-</u>
12.	Pavement, 6" AC / 10" AB	20,300	SF @	<u>6-</u>	= <u>121,800-</u>
13.	Wedge Grind, 0" to 2"	84,409	SF @	<u>0.25</u>	= <u>21,102.25</u>
14.	2" Grind	57,663	SF @	<u>0.25</u>	= <u>14,415.75</u>
15.	2" Grind & Pave	7,925	SF @	<u>3-</u>	= <u>23,775-</u>
16.	6" Grind & Pave	8,900	SF @	<u>6-</u>	= <u>53,400-</u>
17.	3/8" Rubberized Chip Seal	1	LS @	<u>153,500-</u>	= <u>153,500-</u>
18.	2" Rubberized Asphalt Overlay	1	LS @	<u>539,000-</u>	= <u>539,000-</u>
19.	Remove Existing Storm Drain	21	LF @	<u>250-</u>	= <u>5,250-</u>
20.	12" Storm Drain	52	LF @	<u>265-</u>	= <u>13,780-</u>
21.	15" Storm Drain	29	LF @	<u>318-</u>	= <u>9,222-</u>

Addendum #1

22. 18" Storm Drain	9	LF	@	<u>524⁻</u>	=	<u>4,716⁻</u>
23. Storm Drain Manhole	1	EA	@	<u>4,250⁻</u>	=	<u>4,250⁻</u>
24. Storm Drain Drywell	2	EA	@	<u>13,850⁻</u>	=	<u>27,700⁻</u>
25. SDDI, Type "GO"	1	EA	@	<u>6,055⁻</u>	=	<u>6,055⁻</u>
26. Storm Drain Catch Basin	1	EA	@	<u>4,170⁻</u>	=	<u>4,170⁻</u>
27. Storm Drain Bubble Up	2	EA	@	<u>4,620⁻</u>	=	<u>9,240⁻</u>
28. Storm Drain Outfall Structure	2	EA	@	<u>10,000⁻</u>	=	<u>20,000⁻</u>
29. Replace Traffic Detector Loops	1	LS	@	<u>9,720⁻</u>	=	<u>9,720⁻</u>
30. Traffic Control	1	LS	@	<u>124,000⁻</u>	=	<u>124,000⁻</u>
31. Signage and Striping	1	LS	@	<u>52,255⁻</u>	=	<u>52,255⁻</u>
32. Measure L Signs	2	EA	@	<u>850⁻</u>	=	<u>1,700⁻</u>
33. SWPPP Implementation and Maintenance	1	LS	@	<u>3,900⁻</u>	=	<u>3,900⁻</u>
				TOTAL BID	=	<u>1,680,236⁻</u>


 Bidder's Signature Ed Berlier

Vice President/GM
 Title

George Reed, Inc.
 Company Name
 A California Corporation
 140 Empire Avenue
 Modesto, CA 95354

Attested by: 
 Rosie R. Martinez, Secretary

Margaret Reed, President
Rosie R. Martinez, Secretary
Luke de Ga, Chief Financial Officer

Ed Berlier, Vice President/General Manager
Matthew Reed, Treasurer

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steven N Passerine, Kathleen E Earle, Doreen Green, Shawndrae N Johnston, Individually

of San Ramon, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of November, 2022.



WESTERN SURETY COMPANY



Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 4th day of November, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026





M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of April, 2023.



WESTERN SURETY COMPANY



L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

The Bidder shall list the name, address, license number, and DIR number of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 7 (c) (2) "Required Listing of Proposed Subcontractors," of the Standard Specifications.

LIST OF SUBCONTRACTORS

<u>Name, Address, License #, DIR #</u>	<u>Description of Work Subcontracted</u>
Mozingo Construction Oakdale, CA 702625 1000002424	Underground Mob Partial TC Partial
Farwest Safety Lodi, CA 523187 1000001371	CAS and Signs
American Pavemat Systems Modesto, CA 943792 1000000207	Chip Seal Mob Partial TC Partial
Pavement Recycling Systems Sacramento, CA 569352 1000003363	Operated Rental Grinder
Centerline Striping Elk Grove, CA 499345 1000004030	Striping

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

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

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No **X**

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

Public Contract Code 10232 Statement

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

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

NONCOLLUSION AFFIDAVIT

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

To the CITY OF WATERFORD

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares 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.

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

CORPORATE OFFICE
140 EMPIRE AVENUE, MODESTO, CA 95354
P.O. BOX 4760, MODESTO, CA 95352
TELEPHONE: (209) 523-0734
FAX: (209) 523-4313
WWW.GEORGEREED.COM



SACRAMENTO OFFICE
1427 N. MARKET BLVD, SUITE #9
SACRAMENTO, CA 95843
TELEPHONE: 1 (877) 823-2305

State Contractor's License No. 211337-A
DIR # 1000001042



May 2, 2023

GRI Bid #23-692

To Whom It May Concern:

I, Rosie R. Martinez, duly elected Secretary of George Reed, Inc., state that the following resolution is a true and exact certified copy of that resolution adopted by the Board of Directors of George Reed, Inc. on March 1, 2021.

.....
"NOW, THEREFORE, be it resolved that Ed Berlier, as duly elected Vice-President/General Manager, be authorized to sign any and all bids and/or contracts, and/or legal documents for George Reed, Inc., a California Corporation, and that his signature shall be binding on the corporation."
.....

Rosie R. Martinez – Secretary
GEORGE REED, INC.
A California Corporation
P. O. Box 4760
Modesto, CA 95352

[Seal]

CITY OF WATERFORD
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, George Reed, Inc.
140 Empire Avenue, Modesto, CA 95354 as Principal, and
Western Surety Company 910 Pleasant Grove Blvd., Ste. 120-347, Roseville, CA 95678

as Surety are bound unto the City of Waterford, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for **F Street Overlay*** for which bids are to be opened at Waterford City Hall on **May 3, 2023**. *City Bid No. 2023-05

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the 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.

In the event suit is bought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: April 19, 20 23.

George Reed, Inc.
By 
Ed Berlier, Vice President/General Manager
Western Surety Company ^{Principal}
By  ^{Surety}
Steven N Passerine *Attorney-in-fact*

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS ****see attached CA notary acknowledgment****

On this _____ day of _____ in the year 20 ____ before me
_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Contra Costa }

On AR 19 2023 before me, Shawndrae N. Johnston, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steven N. Passerine
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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 *Shawndrae N. Johnston*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____