

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

**COMMUNITY CENTER RENOVATIONS  
WATERFORD, CALIFORNIA**

NAME OF BIDDER Menghetti Construction, Inc.  
 BUSINESS P.O. BOX PO Box 577516 Modesto CA 95357  
 CITY, STATE, ZIP \_\_\_\_\_  
 BUSINESS STREET ADDRESS 5019 Maze Blvd Modesto CA  
 \_\_\_\_\_  
 (Please include even if P.O. Box used)  
 CITY, STATE, ZIP \_\_\_\_\_  
 TELEPHONE NO: AREA CODE (     ) 209 524-2465  
 \_\_\_\_\_  
 FAX NO: AREA CODE (     ) 209 665-0120  
 \_\_\_\_\_  
 CONTRACTOR LICENSE NO. 697651

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  
COMMUNITY CENTER RENOVATIONS**

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

Addendum No.	Bidders Signature	Date
<u>One (1)</u>	<u>Charles A Menghetti</u>	<u>19 October 2023</u>
<u>Two (2)</u>	<u>Charles A Menghetti</u>	<u>24 October 2023</u>
<u>Three (3)</u>	<u>Menghetti</u>	<u>01 November 2023</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:

**CONTRACTOR'S BID**

No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Community Center Renovations	1	LS	@ <u>1,387,000.<sup>00</sup></u> =	<u>1,387,000.<sup>00</sup></u>

TOTAL BID = 1,387,000.<sup>00</sup>

Charles A Menghetti

Menghetti Construction, Inc.

Bidder's Signature

Title

Company Name

Charles A Menghetti, President

CITY OF WATERFORD  
DEPARTMENT OF PUBLIC WORKS

**BIDDER'S BOND**

We, MENGHETTI CONSTRUCTION, INC.

as Principal, and

THE OHIO CASUALTY INSURANCE COMPANY

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:

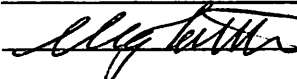
WHEREAS, the Principal is submitted to the Obligee, for COMMUNITY CENTER RENOVATIONS for which bids are to be opened at Waterford City Hall on November 7<sup>th</sup>, 2023.


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: November 1, 20 23.

MENGHETTI CONSTRUCTION, INC.

  
*Principal* Charles A Menghetti, President  
THE OHIO CASUALTY INSURANCE COMPANY

By   
*Surety*  
*Attorney-in-fact*, Karen Amin

**\*\*Please See Attached\*\***

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California  
City/County of \_\_\_\_\_ SS

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)

\_\_\_\_\_



# ACKNOWLEDGMENT

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

State of California  
County of San Joaquin )

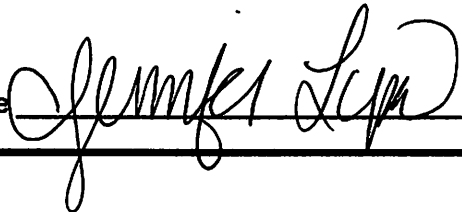
On November 1, 2023 before me, Jennifer Loper, Notary Public  
(insert name and title of the officer)

personally appeared Karen Amin  
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.

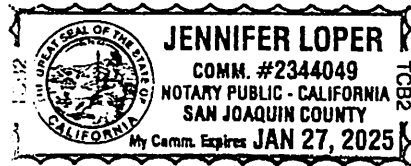
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207631-969440

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel M. Connolly, David Schnapp, Jennifer Loper, Karen Amin all of the city of Lodj, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of April 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: [Signature]

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of April 2022, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of November, 2023.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

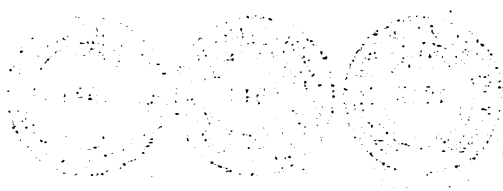
Department of the History of Art and Architecture  
The University of Chicago

MEMORANDUM FOR GENERAL

Reference is made to the letter of the Department of the History of Art and Architecture, dated October 10, 1961, and to the letter of the Department of the History of Art and Architecture, dated October 10, 1961.

The Department of the History of Art and Architecture has the honor to acknowledge the receipt of your letter of October 10, 1961.

Very truly yours,  
Director



The Department of the History of Art and Architecture has the honor to acknowledge the receipt of your letter of October 10, 1961.

The Department of the History of Art and Architecture has the honor to acknowledge the receipt of your letter of October 10, 1961.

The Department of the History of Art and Architecture has the honor to acknowledge the receipt of your letter of October 10, 1961.

The Department of the History of Art and Architecture has the honor to acknowledge the receipt of your letter of October 10, 1961.

The Department of the History of Art and Architecture has the honor to acknowledge the receipt of your letter of October 10, 1961.

The Department of the History of Art and Architecture has the honor to acknowledge the receipt of your letter of October 10, 1961.

The Department of the History of Art and Architecture has the honor to acknowledge the receipt of your letter of October 10, 1961.

The Department of the History of Art and Architecture has the honor to acknowledge the receipt of your letter of October 10, 1961.

The Department of the History of Art and Architecture has the honor to acknowledge the receipt of your letter of October 10, 1961.

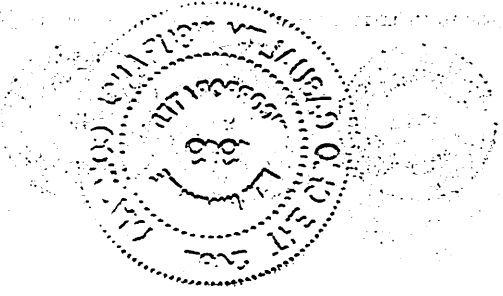
The Department of the History of Art and Architecture has the honor to acknowledge the receipt of your letter of October 10, 1961.

The Department of the History of Art and Architecture has the honor to acknowledge the receipt of your letter of October 10, 1961.

The Department of the History of Art and Architecture has the honor to acknowledge the receipt of your letter of October 10, 1961.

The Department of the History of Art and Architecture has the honor to acknowledge the receipt of your letter of October 10, 1961.

Very truly yours,  
Director



The Department of the History of Art and Architecture has the honor to acknowledge the receipt of your letter of October 10, 1961.

The Department of the History of Art and Architecture has the honor to acknowledge the receipt of your letter of October 10, 1961.

The Department of the History of Art and Architecture has the honor to acknowledge the receipt of your letter of October 10, 1961.

The Department of the History of Art and Architecture has the honor to acknowledge the receipt of your letter of October 10, 1961.



**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.

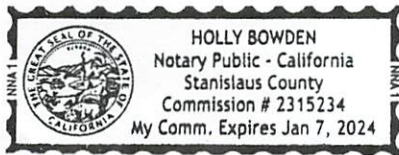
State of California }  
County of Stanislaus }

On November 3rd, 2023 before me, Holly Bowden, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared Charles Menghetti  
*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.

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.



Place Notary Seal and/or Stamp Above

Signature Holly Bowden  
*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: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

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

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

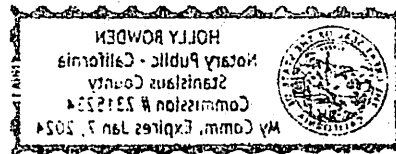
Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

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

Signer is Representing: \_\_\_\_\_



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>
1. Demolition DLC Stockton	621509 / 3843
2. CIP Concrete RF Turlock	1105701 / 90248
3. Polished Concrete Neudeck Ceres	1038738 / 407770
4. Framing	
5. Casework Armando's Modesto	876438 / 27256
6. Insulation	
7. Roofing Fresno Fresno Roofing	302777 / 4536
8. Sheet Metal	
9. Doors, Frames & Hdwr KC & S Modesto	1048604 / 63244
10. Coiling Counter Door Burton Modesto	392730 / 2776
11. Gyp Board & Metal Studs Consolidated Specialties	Hughson 981260 / 6989
12. Tiling Tribute Ripon	1007092 / 52351

Handwritten text at the top of the page, possibly a header or title.

Handwritten section header or title in the middle of the page.

Two lines of handwritten text, possibly a list or a set of instructions.

Handwritten text line, possibly a date or a specific reference.

Handwritten text line, possibly a date or a specific reference.

Handwritten text line, possibly a date or a specific reference.

Handwritten text line, possibly a date or a specific reference.

Handwritten text line, possibly a date or a specific reference.

Handwritten text line, possibly a date or a specific reference.

Handwritten text line, possibly a date or a specific reference.

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>
13. Acoustical Ceiling Ceiling Experts	Sacto 917629 / 6305
14. Floor Covering	
15. Painting Joaquin Painting Modesto	489 147 / 19732
16. Toilet Partitions ASMP McClellan	277769 / 8490
17. Kitchen Eqpt Perfection Stainless Bakersfield	462114 / 1242
18. Plumbing Schweiger Tracy	482314 / 35750
19. HVAC Excell Manteca	300702 / 27460
20. Electrical B & H Lodi	678435 / 5135
21. Storefront+Glass NorCal Glass Sonora	868066 / 4806
22.	
23.	
24.	

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>
25.	
26.	
27.	
28.	
29.	
30.	
31.	
32.	
33.	
34.	
35.	
36.	

---

(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 Menghetti Construction, Inc., proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not XXX 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.

Menghetti Construction, Inc.

## **PUBLIC CONTRACT CODE**

### **Public Contract Code Section 10285.1 Statement**

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

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

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.

**Menghetti Construction, Inc.**

Community Center Renovations

P-7



**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.

**Menghetti Construction, Inc.**