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

# E STREET DOWNTOWN IMPROVEMENTS (MAIN TO BENTLEY) WATERFORD, CALIFORNIA

NAME OF BIDDER R Sutton Enterprise	es LLC.
BUSINESS P.O. BOX PO BOX 237	
CITY, STATE, ZIP VALLECITO 95251 C	а
BUSINESS STREET ADDRESS 3889 Si	utton hill Rd
(PICITY, STATE, ZIP VALLECITO 95251 Ca	ease include even if P.O. Box used)
TELEPHONE NO: AREA CODE (	) 209-872-9978
FAX NO: AREA CODE (	)
CONTRACTOR LICENSE NO. 1101339	

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 E STREET DOWNTOWN IMPROVEMENTS (MAIN TO BENTLEY)

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

Bidders Signature	Date
	4-30-2025
210	5-13-2025
	· · · · · · · · · · · · · · · · · · ·
	Bidders Signature

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.	Mobilization	1	LS	@	\$ 45,000.00	=	\$	45,000.00
2.	Remove Existing Concrete	4,904	SF	@	\$ 2.20	=	\$	10,788.80
3.	Remove Existing Pavement	24,594	SF	@	\$ 0.98	=	\$	24,102.12
4.	Section Remove Existing Miscellaneous	1	LS	@	\$ 10,000.00	=	\$	10,000.00
5.	Items Pavement, 3"AC / 6"AB	24,634	SF	@	\$ 3.80	=	\$	93,609.20
6.	Concrete, 4"	1,910	SF	@	\$ 18.00	=	\$	34,380.00
7.	Concrete, 6"	1,288	SF	@	\$ 23.00	=	\$	29,624.00
8.	Valley Gutter Apron	1,113	SF	@	\$ 28.00	=	\$	31,164.00
9.	Concrete, Vertical or Drive Over	425	LF	@	\$ 18.00	=	\$	7,650.00
10.	Curb and Gutter Pedestrian Ramp, Labor Only	5	EA	@	\$ 2,500.00	=	\$	12,500.00
11.	Decorative Lighting	4	EA	@	\$ 12,000.00	=	\$	48,000.00
12.	Electrical Conduit and Wiring	1	LS	@	\$ 35,000.00	=	\$	35,000.00
13.	Landscape and Irrigation	1	LS	@	\$ 43,000.00	=	\$	43,000.00
14.	Signage and Striping	1	LS	@	\$ 25,000.00	=	\$	25,000.00
15.	Traffic Control	1	LS	@	\$ 18,000.00	=	\$	18,000.00
16.	Erosion Control and Maintenance	1	LS	@	\$ 12,00	0.00	\$	12,000.00
					TOTAL BID =			\$479,818.10

Estimator R Sutton Enterprises LLC.

Bidder's Signature Title Company Name

E Street Downtown Improvemnmets( main to Bently )

## **BID OR PROPOSAL BOND**

## KNOW ALL BY THESE PRESENTS:

S-2129/GEEF 10/99

Bond N/A

That We, R. Sutton Enterprises, LLC of PO Box 237, V	Vallecito,	CA 95251
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(hereinafter called	the principal), as principal	oal, and Merchants	Bonding Company (Mutual)	, a corporation
organized and doin	ng business under and by	virtue of the laws of	the State of lowa	, and duly licensed for the
purpose of making	g, guaranteeing or become			d or authorized by the laws of the State of
California	I, 101 E. Street, Waterf	and CA 05396		as Surety, are held and firmly bound unto
<u> </u>	, , , , , , , , , , , , , , , , , , , ,	5.4, 5, 10000		(hereinafter called the Obligee)
in the just and full	sum of Ten Percent o	f the Total Amount I	Bid	
		Dolla	ars (\$	) lawful money of the United States of
America, for the p jointly and several	ayment of which, well a ly, firmly by these prese	nd truly to be made, nts.	we hereby bind ourselves and o	) lawful money of the United States of ur and each of our successors and assigns,
THE CONDITION and submit to the c	N OF THIS OBLIGATION OF THIS OBLIGATION OF THIS OBLIGATION	ON IS SUCH THAT, for the <u>E Street Dov</u>	WHEREAS, the above bounder wntown Improvements (Main t	principal as aforesaid, is about to hand in o Bentley), City Bid No. 2025-03
NOW, THEREFO thereupon by the s	RE, if the bid or proposa said obligee, and said pr	al of said principal sh	e of the obligee and under the no all be accepted, and the contract o a contract and bond for the co ain in full force and effect.	otice inviting proposals therefor.  for such work be awarded to the principal mpletion of said work as required by law,
IN WITNESS WH			caused these presents to be duly	signed and sealed this20th
			R. Sutton Enterprises, LLC	2
			By A	
		OING CO	Merchants Bonding Comp	any (Mutual)
	HANTS.	1933	By Victor Mal	Vicki Mather, Attorney-in-Fact
		200		

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189** 

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	te verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of @adiforxiax Oregon )	
County of Clackamas	
On May 20, 2025 before me,	Chloe Theresa Letizia, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared	Vicki Mather
	Name(s) of Signer(s)
subscribed to the within instrument and acknowle	evidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in is/her/their signature(s) on the instrument the person(s), eted, 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.
OFFICIAL STAMP CHLOE THERESA LETIZIA	Signature  Signature of Notary Public
location and the second	Chloe Theresa Letizia, Notary Public My Commission Expires July 02, 2027
Place Notary Seal Above	TIONAL —————
Though this section is optional, completing this	information can deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document:	
Document Date:Signer(s) Other Than Named Above:	Number of Pages:
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ X Attorney in Fact	<ul><li>□ Partner — □ Limited □ General</li><li>□ Individual □ Attorney in Fact</li></ul>
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:Signer Is Representing:	☐ Other:Signer Is Representing:



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrew Choruby; Ashlee Pingree; Brent Olson; Casey Geske; Chloe Lyons; Christopher A Reburn; Gloria Bruning; J Patrick Dooney; Jessi Wimer; Joel Dietzman; Justin Cumnock; Leticia Romano; Philip O Forker; Richard W Kowalski; Sterling Drew Roddan; Vicki Mather

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this

1st day of October 2024



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

Notary Public ()

// President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 1st day of October 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

By



#### Penni Miller

Commission Number 787952 My Commission Expires January 20, 2027

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of

May

, 2025

TO NATIONAL SOUTH COMMERCE OF THE SECRETARY SECRETARY

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**

Name, Address, License	#, DIR #	Description of	Work Subcontracted
Dirt Dynasty			
PO Box 76 Farmingto	n Ca,95230 Dir 10000358	84 LIc 1009473 Ite	em 5
Anrak Corporation			
	Sacramento,Ca 95827 Di	r 1000002952 Lic 256390	Item 3
Chrisp Co			
1001 Stokes Ave	Stockton, Ca 95215	Llc 374600 Dir 10000	00306 Item14

(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 R Sutton Enterprises LLC. proposed
subcon	ractor, hereby certifies that he has
<b>x</b> , h	as not participated in a previous contract or subcontract subject to the equal opportunity clauses, as
require	by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting
Commi	tee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or
	tering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under licable 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.

(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	e bidder ·	, proposed
		, hereby certifies that he ha
	has not, participated in a previous contract or subcontra ed by Executive Orders 10925, 11114, or 11246, and that, whe	
	ittee, the Director of the Office of Federal Contract Comp	
	istering agency, or the former President's Committee on Equal	
	plicable filing requirements.	employment Opportunity, all reports due unde
Note:	The above certification is required by the Equal Employme Labor (41 CFR 60-1.7(b) (1)), and must be submitted by connection with contracts and subcontracts which are subjected and subcontracts which are exempt from the equal opportunity only contracts or subcontracts of \$10,000 or under	bidders and proposed subcontractors only in ect to the equal opportunity clause. Contracts rtunity clause are set forth in 41 CFR 60-1.5
	Currently, Standard Form 100 (EEO-1) is the only report implementing regulations.	t required by the Executive Orders or their
	Proposed prime contractors and subcontractors who have passubject to the Executive Orders and have not filed the require prevents the award of contracts and subcontracts unless a delinquent period or such other period specified by the Federal Contract Compliance, U.S. Department of Legisland Contract Con	ed reports should note that 41 CFR 60-1.7(b) (1) such contractor submits a report covering the eral Highway Administration or by the Director,

#### **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 <u>×</u>\_\_\_

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.

## NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (I) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.



## ADDENDUM

**DATE:** April 30, 2025

ADD. NO.: 1

PROJECT: E STREET DOWNTOWN IMPROVEMENTS (MAIN TO BENTLEY)

BID. NO.: 2025-03

FROM: Rob Marler, City Engineer

TO: All Bidders

PAGES: 1 of 5

This Addendum forms a part of the Contract Documents and modifies the original Proposal, Technical Specifications and Agreement, dated April, 2025. Acknowledge receipt of this Addendum when submitting the Proposal. Failure to do so may subject the bidder to disqualification.

- 1.01 Attached is the sign-in sheet from the mandatory pre-bid site meeting, held April 29<sup>th</sup>, 2025, at 3:00pm.
- 1.02 Sheet 4 "Irrigation & Planting Plan & Details" of the bid plans has been updated, see attached. The plant schedule has been modified to a quantity of four (4) trees, locations indicated in the plan view on the same sheet.
- 1.03 For the Contractor's reference, the manufacturer and product data sheets for the decorative light poles and decorative signposts are attached. Alternatives to these must be submitted and approved by the City Engineer seven (7) days *prior* to bid opening.



- Planting pit backfill mix for all trees shall consist of the following:
  - o 6 parts 'on-site' soil
  - o 4 parts organic amendment (cow manure or nitrogen-treated sawdust or ground bark humus)
  - o 1 lb/cu. yd. of mix 12-12-12 commercial fertilizer
  - o 2 lbs/cu. yd. of mix Iron Sulfate
  - o 10 lbs/cu. yd. of mix Agricultural Gypsum
- Fertilizer tablets (20-10-5) to be placed in all planting pits in the following quantities per plant container size:
  - o 36" box
- 15 tablets
- Plant establishment period of ninety (90) days shall commence upon notice of Substantial Completion. Maintain all plant material throughout duration of plant establishment period to a point accepted by the Project Engineer or Owner's Representative.
- Prior to placing mulch (see Detail 2, Sheet 4), apply pre-emergent weed control (Ronstar, or approved equal) in the amounts specified by the manufacturer.

**End of Addendum** 

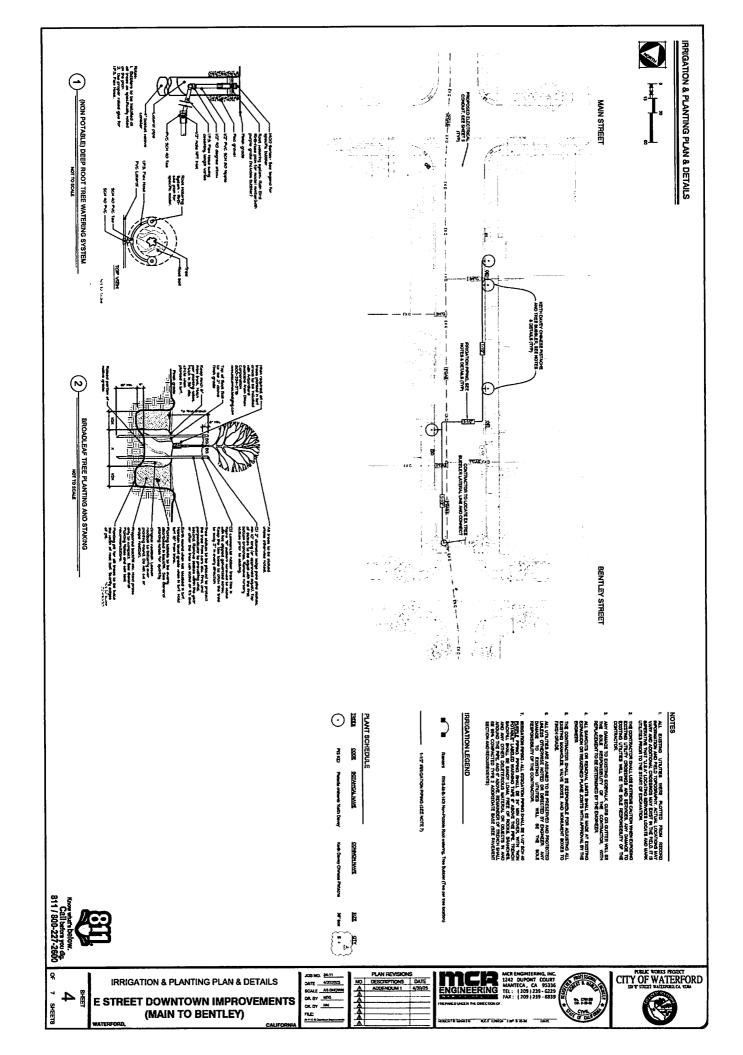
2

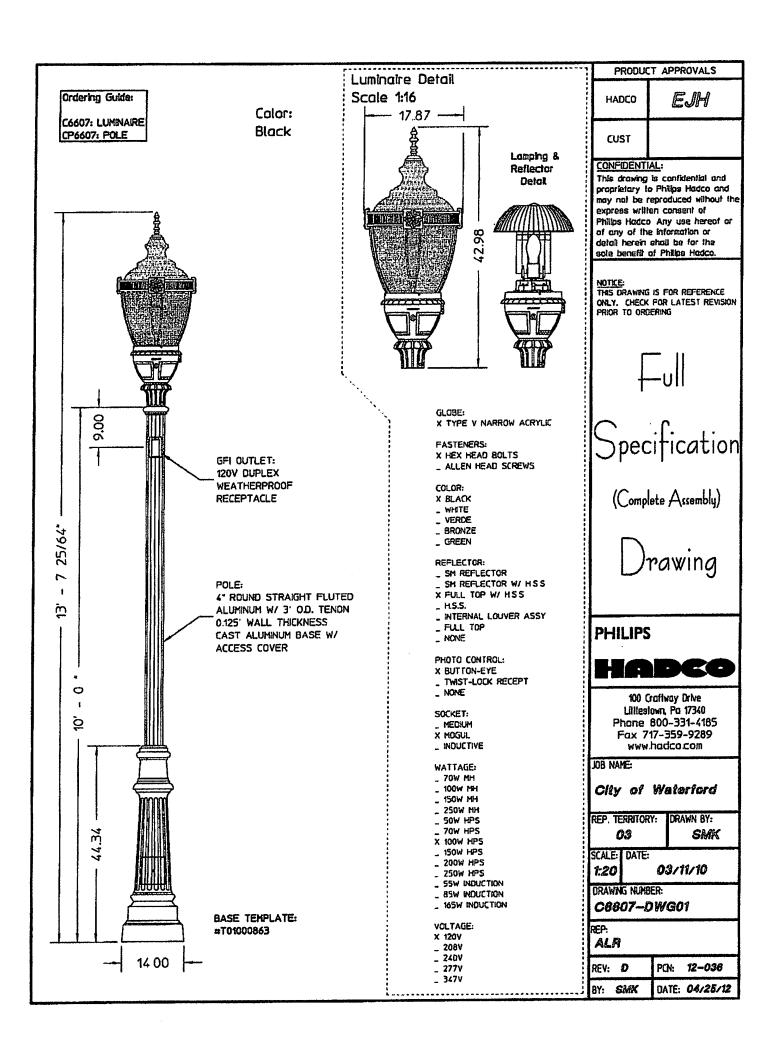
## E Street Downtown Improvements (Main to Bentley)

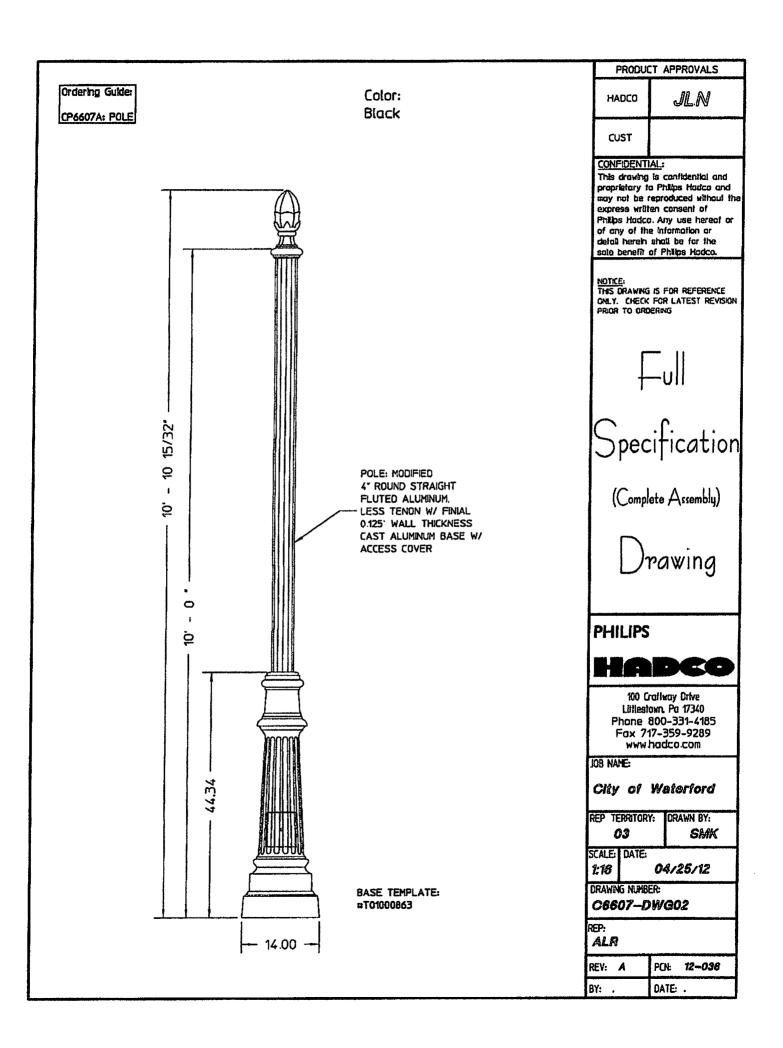
Mandatory Pre-Bid Meeting – Job Site Tuesday, April 29, 2025, 3:00pm

## SIGN-IN SHEET

Name	Company	Phone	Email
NORTON TERZICH	SIERRA COMMUNICATIONS + CO	2096308346	Norton DSIERRA LCI.NET
Austin Schick	Sierra Communicating		austin Osierraccinet
Jaron Johnson	R. Suffon Enterprises	209.872-9978	Chrpaavon/yaboo.Con
Monty Tomberson	United Pavement Maintenage	209-448-1921	
Brent Hewitt		209, 279, 3273	bhewitt@oez.org
Dustin Ketherlay	Ditia Komonday contraction con	201478 7407	*
BENNY LOPEZ	I.B.E.W	209.961.014	benny @ iben/UG84.org
MEY (WIZTIA)	Consolidated Eng		Ausohilated Eng met
			CASEY/O CONEWEITHX.N









## ADDENDUM

DATE:

May 13, 2025

ADD, NO.: 2

PROJECT:

E STREET DOWNTOWN IMPROVEMENTS (MAIN TO BENTLEY)

BID. NO .:

2025-03

FROM:

Rob Marler, City Engineer

TO:

All Bidders

PAGES:

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This Addendum forms a part of the Contract Documents and modifies the original Proposal, Technical Specifications and Agreement, dated May, 2025. Acknowledge receipt of this Addendum when submitting the Proposal. Failure to do so may subject the bidder to disqualification.

- 2.01 The following requirements shall be applied to the removal of the existing trees and planting the proposed trees.
  - Remove and properly dispose of tree and root ball. Remove the existing root
    mass in its entirety and roots (2" diameter and greater) for an area
    minimum of five feet (5') wide and deep. Use hand tools and cutting for
    removal of roots near existing utilities. Repair and replace any disturbed
    existing utilities to the satisfaction of the City (conform to City Standards
    where applicable).
  - All plant material to be nursery grown in a climate similar to that of the project site. All plant material shall:
    - Be vigorous and of normal habit of growth.
    - o Be pest and disease free, including insects, insect eggs and/or larvae.
    - o Be free of girdling roots, sun scald, abrasions, and/or disease.



- Planting pit backfill mix for all trees shall consist of the following:
  - o 6 parts 'on-site' soil
  - 4 parts organic amendment (cow manure or nitrogen-treated sawdust or ground bark humus)
  - o 1 lb/cu. yd. of mix 12-12-12 commercial fertilizer
  - o 2 lbs/cu. yd. of mix Iron Sulfate
  - o 10 lbs/cu. yd. of mix Agricultural Gypsum
- Fertilizer tablets (20-10-5) to be placed in all planting pits in the following quantities per plant container size:
  - o 36" box
- 15 tablets
- Plant establishment period of ninety (90) days shall commence upon notice of Substantial Completion. Maintain all plant material throughout duration of plant establishment period to a point accepted by the Project Engineer or Owner's Representative.
- Prior to placing mulch (see Detail 2, Sheet 4), apply pre-emergent weed control (Ronstar, or approved equal) in the amounts specified by the manufacturer.

End of Addendum