



**LIVERMORE AREA RECREATION AND PARK DISTRICT
Capital Improvement Division**

BID BOOK FOR:

ROBERTSON PARK ARENA INFRASTRUCTURE IMPROVEMENTS– PROJECT NO. 4918-729A

**Pre-Bid Meeting: June 28th, 2022
Last Day for Questions: July 6th, 2022
Bid Opening Date: August 10th, 2022**

LARPD Board of Directors

Maryalice Faltings (Chair)

James E. Boswell (Vice Chair)

David Furst (Director)

Jan Palajac (Director)

Philip Pierpont (Director)

Book 3 of 3

BID BOOK - TABLE OF CONTENTS

SECTIONS	PAGES
1. BID	3
2. BID ITEM SUMMARY	5
3. BID ITEM LIST	
a. ROBERTSON PARK ARENA INFRASTRUCTURE IMPROVEMENTS – PROJECT NO. 4918-729A	6
4. BID DESCRIPTIONS	
a. ROBERTSON PARK ARENA INFRASTRUCTURE IMPROVEMENTS – PROJECT NO. 4918-729A	7
5. LIST OF SUBCONTRACTORS	9
6. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	9
7. PUBLIC CONTRACT CODE (Statements and Questionnaire)	10
8. NON COLLUSION AFFIDAVIT	12
9. DEBARMENT AND SUSPENSION CERTIFICATION	13
10. BID PROPOSAL SIGNATURE AND NOTARY SEAL SHEET	14
11. BIDDER’S BOND	15
12. CONTRACT	17
13. PAYMENT BOND	20
14. PERFORMANCE BOND	21

(Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal.)

BID TO LARPD

CAPITAL IMPROVEMENT DIVISION

ROBERTSON PARK ARENA INFRASTRUCTURE IMPROVEMENTS – PROJECT NO. 4918-729A

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: **AREA CODE ()** _____

FAX NO: **AREA CODE ()** _____

CONTRACTOR LICENSE NO. _____

DEPARTMENT OF INDUSTRIAL RELATIONS NO. _____

The work for which this proposal is submitted is for construction in conformance with the Contract Bid Documents (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans and Standard Specifications as specified within, 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 entitled:

**BOOK 1 – Robertson Park Arena Infrastructure Improvements – Project No. 4918-729A
IN LIVERMORE, CA**

The project plans for the work to be done were approved and are entitled:

**Robertson Park Arena Infrastructure Improvements – Project No. 4918-729A
IN LIVERMORE, CA**

Bids are to be submitted for the entire work. 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 *LARPD'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 *LARPD*, and that discretion will be exercised in the manner deemed by *LARPD* to best protect the public interest in the prompt and economical completion of the work. The decision of *LARPD* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

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/she has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he/she proposes, and agrees if this proposal is accepted, that he/she will contract with *LARPD*, 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 therefor the following prices, to wit:

BID ITEM SUMMARY

BASE BID SUMMARY				
BID ITEM LIST PAGES	BID DESCRIPTIONS PAGES	PROJECT NAME AND PROJECT NUMBER	SUB-TOTAL (WRITTEN)	SUB-TOTAL (FIGURES)
6	7-8	ROBERTSON PARK ARENA INFRASTRUCTURE IMPROVEMENTS – PROJECT NO. 729A		
			<i>TOTAL BASE BID</i>	

BID ITEM LIST

**ROBERTSON PARK ARENA INFRASTRUCTURE IMPROVEMENTS
PROJECT NO. 729A**

BASE BID – ROBERTSON PARK ARENA INFRASTRUCTURE IMPROVEMENTS – PROJECT NO. 729A					
ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Tree Protection	LS	1		
2	Construction Entrance	LS	1		
3	Site Verification / Deferred Submittals / Special Inspections / Contractor Fees	LS	1		
4	Surveying	LS	1		
5	Concrete Demolition and Site Clearing / Disposal & Existing Guardrails & Handrails Removal / patch-up	LS	1		
6	Earthwork, general – excavation, grading, export	LS	1		
7	Concrete Flatwork	SF	3,983		
8	Guardrails & Handrails	LF	649		
9	Arena Roof: Structural Upgrades	LS	1		
10	Bonding and General Conditions (Max 3%)	LS	1		
11	Mobilization / Demobilization (Max 5%)	LS	1		
		SUB-TOTAL BASE BID			

NOTE: “**SUB-TOTAL BASE BID**” shall be listed on page 5 of this Bid Book 3 of 3.

BID ITEM DESCRIPTIONS

ROBERTSON PARK ARENA INFRASTRUCTURE IMPROVEMENTS PROJECT NO. 729A

BID ITEM DESCRIPTIONS

The descriptions below are general descriptions and do not include estimated quantities. See plans and bid summary for estimated quantities. Estimated quantities are provided as a courtesy only. Actual numbers and quantities of symbols on plans prevail.

Bid Item 1 – Tree Protection

The lump sum price bid for this item shall include all costs for tree protection. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 2 –Construction Entrance

The lump sum price bid for this item shall include all costs for a temporary construction entrance. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 3 -Site Verification / Deferred Submittals / Special Inspections / Contractor Fees

The lump sum price bid for this item shall include all costs for any site verification, deferred submittals / special inspections and contractor fees. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 4 -Surveying

The lump sum price bid for this item shall include all costs for any surveying work. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 5 Concrete Demolition and Site Clearing / Disposal & Existing Guardrails & Handrails Removal / patch-up

The lump sum price bid for this item shall include all costs for soil clearing, grubbing and removal. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

The lump sum price bid for this item shall include all costs for saw cutting & removal of concrete pavement areas as indicated on the drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

The lump sum price bid for this item shall include all costs for existing guardrails & handrails removal and patch-up as required as indicated on the drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 6 – Earthwork, general – excavation, grading, export:

The lump sum price bid for this item shall include all costs for rough grading, fine grading, soil import and soil removal and disposal. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 7 – Concrete Flatwork:

The square foot price bid for this item shall include all costs for installation, soil preparation forming, sub-grade compaction, aggregate base, concrete additives, pouring concrete pavement, finishing, joints, and joint sealants in the

areas indicated on the Drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 8 – Guardrails & Handrails:

The linear foot price bid for this item shall include all costs for purchase and installation of guardrails and handrails to locations as indicated on the Drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item 9 – Arena Roof: Structural Upgrades

The lump sum price bid for this item shall include all costs for additional x-bracings and steel beam reinforcing to locations as indicated on the Structural Engineering Drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item. Contractor to be responsible for coordinating & obtaining special inspection approvals prior to pulling the permits.

Bid Item 10 – Bonding and General Conditions (Max 3%):

General Conditions will be paid for on a lump sum basis and is limited to 3% maximum of the total bid cost. The contract lump sum price paid for General Conditions shall include full compensation for conforming to these requirements, furnishing all the fees, permitting, bonding, labor, and materials for doing all the work involved in administration and oversight of the project necessary for completion of the work as specified in the General Provisions, these Project Specifications and as directed by the District.

Bid Item 11 – Mobilization/Demobilization (Max 5%):

Mobilization and Demobilization will be paid for on a lump sum basis and is limited to 5% maximum of the total bid cost. The lump sum bid for this item shall include full compensation for conforming to these requirements, temporary fencing, tree protection, labor, materials, tools, equipment, incidentals and for doing all the work involved in moving on and off the project site necessary for completion of the work.

Payment for 50 percent of Mobilization and Demobilization or 2.5% of Total Base Bid, whichever is less, shall be made at the time of the first progress payment after the Contractor has purchased bonds and insurance. The remaining amount shall be made at the time of the final progress payment.

END OF SECTION

The Bidder shall list the name, address, license number, DIR number, and a description of work of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the State Standard Specifications.

Important Note for Bid Item 9 (Arena Roof: Structural Upgrades):

Re. Bid Item 9 (Arena Roof: Structural Upgrades): Contractors and/or their sub-contractors are required to be licensed in the State of California, and have AISC (American Institute of Steel Construction) and AWS (American Welding Society) certifications. They should possess at least 5 years of experience in the proposed construction. All field welding is to be performed by certified welders and inspected by a Special Inspector as detailed out in the Contract Documents. The contractor will also be responsible for coordinating & submitting the completed Special Inspections Packet to the City of Livermore for issuance of the permit.

LIST OF SUBCONTRACTORS

SUBCONTRACTOR (Name & Address)	SUBCONTRACTOR License Number	Department of Industrial Relations (DIR) Number	DESCRIPTION OF WORK AND AMOUNT

(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 _____, proposed subcontractor _____, hereby certifies that he has _____, 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 ten thousand dollars (\$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.

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

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance 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 conformance 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 _____

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

Public Contract Code 10232 Statement

In conformance 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 LARPD
Capital Improvement Projects Division

In conformance 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. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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.

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH (\$ _____)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addenda number/s

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

LARPD
CAPITAL IMPROVEMENT DIVISION
BIDDER'S BOND

We, _____
_____ as Principal, and

_____ as Surety are bound unto LARPD/County of _____, State of California, 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 _____

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (Insert date of bid opening)

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 conformance 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 brought 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: _____, 20 ____ .

Principal

Surety

By _____
Attorney-in-fact

NOTE: Signatures of those executing for the Principal and Surety must be properly acknowledged.

ACKNOWLEDGEMENT

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 _____)

On _____, before me, _____, a 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.

LARPD
CAPITAL IMPROVEMENT DIVISION

THIS AGREEMENT, made and concluded, in duplicate, _____,

between LARPD thereof, party of the first part, and

Contractor, party of the second part.

ARTICLE I.--WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two (2) bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of LARPD, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the California Department of Transportation 2010 Standard Plans and Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are entitled:

BOOK 1 – Robertson Park Arena Infrastructure Improvements – Project No. 4918-729A
IN LIVERMORE, CA

The project plans for the work to be done were approved and are entitled:

Robertson Park Arena Hardscape Renovation – Project No. 4918-729A
IN LIVERMORE, CA

ARTICLE II.--The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.--The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.--By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.--And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by LARPD, *CAPITAL IMPROVEMENT PROJECTS DIVISION*, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Project Manager under them, to wit:

***SEE BID ITEM SUMMARY – PAGE 5 OF THIS BID BOOK
AND SEE BID ITEM LIST - PAGES 6 & 7 OF THIS BID BOOK***

IN WITNESS WHEREOF, The parties to these presents have here-unto set their hands the year and date first above written

LARPD
CAPITAL IMPROVEMENT PROJECTS DIVISION

By _____
Mathew Fuzie, General Manager

CONTRACTOR

By _____

Licensed in accordance with
an act providing for the
registration of contractors:

License No. _____

Federal Employer Identification No.: _____

Approved and certified as being in conformance with the requirements of the State Contract Act.

By _____
Rod Attebery, Attorney

Approved Effective _____

LARPD CAPITAL IMPROVEMENT DIVISION

SAMPLE PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, LARPD, acting by and through the CAPITAL IMPROVEMENT DIVISION, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the Principal and Surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California City / County of _____ SS

On this _____ day of _____ in the year 20 ____ before me _____, personally appeared _____, personally known to me (or proved to me

Attorney-in-fact

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)

Notary Public

**LARPD
CAPITAL IMPROVEMENT DIVISION**

SAMPLE PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, LARPD, acting by and through the CAPITAL IMPROVEMENT PROJECT DIVISION, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to LARPD in the sum of \$ _____ dollars (\$ _____), to be paid to said District or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless LARPD, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal
Name of Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the Principal and Surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City / County of _____ SS

On this _____ day of _____ in the year 20__ before me _____, a notary public in and for LARPD / County of _____, personally appeared _____, known to me to be the person whose name is subscribed to this

Attorney-in-fact

instrument and known to me to be 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)

Notary Public