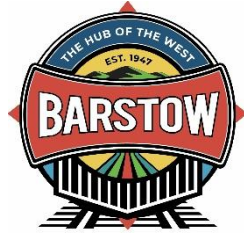


Specifications And Contract Documents



Traffic Signal System Improvements On Main Street and Barstow Road (SR 247)

Prepared by:
City of Barstow
Public Works Department, Engineering Division
220 E. Mountain View Street, Suite A
Barstow, California 92311

Project #: 2025-1001
Bid Date: June 25, 2025 at 2:00 pm
Dated: May 29, 2025

For use in connection with
Standard Specification for Public Works Construction

SECTION I - PROCEDURAL DOCUMENTS

SECTION 1.1
OF
PROCEDURAL DOCUMENTS

INVITATION FOR BIDS

Sealed Bids for the **PROJECT NO. 2025-1001, "TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET & BARSTOW ROAD"** will be received by the CITY OF BARSTOW ("Owner") until **2:00 p.m.**, Pacific Standard Time on **June 25, 2025**. Bids will be publicly opened and read aloud at the location listed below:

CITY CLERK'S OFFICE
BARSTOW CITY HALL
220 E. Mountain View Street , Suite A, Barstow, California, 92311

The scope of work under this project includes traffic signal system improvements at 13 signalized intersections on Main Street & Barstow Road as specified in Section 1.3 Bid Schedule. The improvements include furnishing and installing traffic signal controllers, GPS Time clocks, 2010 Signal Monitors, new signal vehicle heads, countdown pedestrian heads, pedestrian push buttons, Emergency Vehicle Preemption System (EVP), and fully functional Video Detection System, all in accordance with the City of Barstow and CALTRANS Standard Specifications.

Copies of the Plans and Specifications may be obtained at the Public Works Department, Engineering Division, City of Barstow, 220 E. Mountain View Street, Suite A, Barstow, California, 92311, by a non-refundable deposit of **Forty Dollars (\$40.00)** per set. An additional non-refundable charge of Fifteen Dollars (\$15.00) to cover the cost of wrapping, handling, and postage will be made for each set of Contract Documents mailed.

Bid Bond:	100%
Performance Bond:	100%
Working Days:	100 Working Days

Bidders on this work will be required to comply with California Labor Code Section 1410 et. seq, California Labor Code Section 1777.6, and implemented regulations concerning equal opportunity for apprentices.

The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the work is to be performed for each craft or type of workmen needed to execute the Contract or Work as hereinafter set forth (see California Labor Code Section 1770 et seq.). Copies of rates are on file at the office of the Owner, and copies shall be made available for review to any interested party on request. The successful Bidder shall post a copy of such determinations at the job site. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on this Project by all contractors and subcontractors. The Contractor will be required to pay the higher of state or federal prevailing wage rates.

Bids are required for the entire work described herein. This Contract is subject to the state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990.

Each Bid shall be submitted on a form furnished as part of the Contract Documents. All Bids shall be accompanied by cash, cashiers or certified check payable to the order of the City of Barstow, amounting to ten percent (10%) of the Bid, or by a bond in said amount and payable to said Owner, signed by the Bidder and a corporate surety. The amount so posted shall be forfeited to the Owner if the Bidder depositing the same does not enter into a Contract with the Owner, within fifteen (15) days, after written notice has been mailed to the Bidder that the contract has been awarded to such Bidder.

The Contractor will be required to submit a Certificate of Insurance, which indemnifies the Owner for damage to any portion of the work resulting from fire, explosion, hail, lightning, flood, vandalism, malicious mischief, wind, collapse, riot, aircraft, or smoke. The Contractor will also be required to submit a Payment Bond and a Contract Performance Bond, each in the amount of one hundred (100) percent of the Contract price, with a corporate surety approved by the Owner. *All bonds must be in the form required by the Owner (substitutions are not permitted) and the company must be authorized to conduct/transact business in the State of California.*

PAYMENT

Progress payments will be made in cash to the Contractor in accordance with the provisions of the General Conditions and/or specifications and on itemized estimates duly certified and approved by the Owner submitted in accordance therewith, based on labor and materials incorporated into said Work during the preceding month by the Contractor.

Payment shall not be made more often than once each thirty (30) days. **Final payment shall be made thirty-five (35) days subsequent to recordation of the Notice of Completion.**

The agency shall hold retention from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work, and pay retention to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted, including incremental acceptances of portions of the Contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor.

SUBSTITUTION OF SECURITIES

The Contractor may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the Owner to ensure performance under the contract. Such securities shall be deposited with the Owner or with a state or federally chartered bank as an escrow agent who shall pay such monies to the Contractor upon satisfactory completion of the Contract.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive interest thereon, if any. Securities eligible for substitution shall include those listed in Public Contract Code Section 22300.

REQUIRED LICENSE CLASSIFICATION

Under Section 7059 of the Business and Professions Code, the Bidder must have a license classification that is sufficient to perform a majority of the project. The Owner has determined that a **Class A** license is necessary to bid this project. If the Bidder is a specialty contractor, the Bidder is alerted to the requirements of Business and Professions Code Section 7059.

AWARD AND EXECUTION

The award of contract, if made, will be made within forty-five (45) calendar days from the bid opening date.

The Contractor shall execute the Contract within fifteen (15) calendar days after he has been notified in writing of the award.

The Owner hereby reserves the right to reject any and all proposals, to waive any irregularity, award any combination of schedules and to award the Contract to the lowest responsive and responsible Bidder. In case the lowest Bid proposal is higher than the Engineer's estimate, the Owner reserves the right to negotiate a contract with the lowest responsive and responsible Bidder. No Bidder may withdraw his bid for a period of forty-five (45) calendar days after the bid opening.

CITY OF BARSTOW, CALIFORNIA

Dated: 05/29/2025

By: Maribel Hernandez

Title: DEPUTY CITY CLERK

SECTION 1.2
OF
PROCEDURAL DOCUMENTS

INSTRUCTION TO BIDDERS

The CITY OF BARSTOW, herein called the “Owner,” will receive sealed bids for the above stated project at the office of the Owner, 220 E. Mountain View Street, Suite A, Barstow, California, 92311, up to the hour of **2:00 p.m.**, on **June 25, 2025** and then at said office shall publicly opened and read aloud all received bids.

Each Bid must be submitted in a sealed envelope, addressed to the Owner at the above-referenced address. Each sealed envelope containing a Bid must be plainly marked on the outside as **PROJECT NO. 2025-1001, “TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET & BARSTOW ROAD”** and the envelope should bear on the outside the name of the Bidder, his address, his license number and the project number, if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner at the above-referenced address.

All Bids must be made on the required Bid form (Section 1.3). All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within forty-five (45) calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

Bidders must satisfy themselves of the character of the work to be performed by examination of the site and review of the Contract Documents, including Addenda. After the Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the nature of the work to be performed.

The plans and specifications are hereby made a part of this Contract.

Deadline for submittal of bid Request For Information (RFI’s) is June 13, 2025 at 1:00 p.m. local time. Submit all inquiries to Fidel Martinez, City of Barstow, Community Development Department, 220 E. Mountain View Street , Suite A, Barstow, California, 92311, by phone (760) 256-3531, by fax (760) 256-1750 or by e-mail at fmartinez@BarstowCa.org.

The Owner shall provide to Bidders prior to bidding, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

Each Bid shall be submitted on a form furnished as part of the Contract Documents. All Bids shall be accompanied by cash, cashier's or certified check payable to the order of the "City of Barstow" amounting to ten percent (10%) of the Bid, or by a bond in said amount and payable to the Owner, signed by the Bidder and a corporate surety, or by the Bidder and two sureties who shall justify before any officer competent to administer an oath, in double said amount and over and above all statutory exemptions. The amount so posted shall be forfeited to the Owner in case the Bidder depositing the same does not, within fifteen (15) days after written notice has been mailed to the Bidder that the Contract has been awarded to such Bidder, enter into a contract with the Owner.

As soon as the Bid prices have been compared, the Owner will return the Bid Bonds of all except the three lowest responsive and responsible Bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until all Contract Documents have been executed and approved, after which it will be returned.

Bonds must be in the form required by the Owner (substitutions are not permitted) and the company must be authorized to conduct/transact business in the State of California.

The Contractor will be required to submit a Payment Bond and a Contract Performance Bond (on the required form), in the amount of 100% of the Contract price, with a corporate surety approved by the Owner.

The Contractor may, at his sole cost and expense, substitute securities equivalent to any moneys withheld by the Owner to ensure performance under the Contract. Such securities shall be deposited with the Owner or with a state or federally chartered bank as an escrow agent that shall pay such moneys to the Contractor upon satisfactory completion of the Contract.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive interest thereon, if any. Securities eligible for substitution shall include those listed in Public Contract Code Section 22300.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Contract Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement and submit the Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within fifteen (15) calendar days from the date when Notice of Award is delivered to the Bidder.

The Notice of Award shall be accompanied by the necessary Agreement, Bond, and Certificate of Insurance forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default; in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The Owner, within fifteen (15) days of receipt of acceptable Payment Bond, Contract Performance Bond, Insurance Certificates, and Agreement signed by the party to whom the Contract was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by Written Notice withdraw his signed Agreement. Such notice of Withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the above-specified period or within the period mutually agreed upon, the contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligation of the Agreement and to complete the Work contemplated therein.

A conditional or qualified Bid will not be accepted. Award, if made, will be made to the lowest responsive and responsible Bidder, as determined by the Owner.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

All Bidders shall supply the names and addresses of major material suppliers, subcontractors and references as required as set forth in the Bid.

SECTION 1.3
OF
PROCEDURAL DOCUMENTS

BID

Proposal of _____, hereinafter called "Bidder", organized and existing under the laws of the State of California, doing business as _____.

* insert "a corporation", "a partnership", or "an individual", as applicable.

To the CITY OF BARSTOW, hereinafter called "Owner":

In compliance with your Invitation for Bids and Instruction to Bidders, Bidder hereby proposes to perform all work for the **PROJECT NO. 2025-1001, "TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET & BARSTOW ROAD"** in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees that the Owner shall have a period of forty-five (45) calendar days after opening of Bids within which to accept or reject the Bids.

The Bidder agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the Contract within a total of **One Hundred (100) working days** thereafter.

The Bidder agrees that if the project is not fully completed within said time, he shall pay, as liquidated damages, the sum of **\$750.00** for each calendar day thereafter as provided in the General Conditions, and that this amount shall be presumed to be the amount of damages sustained by Owner in the event of such a breach by the Bidder, as it would be impractical or extremely difficult to fix the actual damage.

PROJECT NO. 2025-1001

“TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET & BARSTOW ROAD”

BID SCHEDULE -

ITEM NO.	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY		UNIT PRICE	TOTAL
	1. Mobilization, Bonding, and Insurance	1	LS		
	2. Furnish and Install new 2070E Controllers	13	EA		
	3. Furnish and Install new GPS Timing Source Units	13	EA		
	4. Furnish and Install new Conflict Monitor	13	EA		
	5. Furnish and Install EVP Opticom Systems	13	EA		
	6. Furnish and Install Video Detection System and Cameras	10	EA		
	7. Furnish and Install new Traffic Signal Vehicle Heads and Backplates	168	EA		
	8. Furnish and Install new LED Countdown Pedestrian Signal Heads	86	EA		
	9. Furnish and Install new Pedestrian Push Buttons	13	EA		
	10. Install new Sign on Traffic Signal Pole	15	EA		
	11. Install new Sign on Mast Arm	5	EA		
TOTAL					

SUMMARY

TOTAL BID AMOUNT IN WORDS:

NOTE: **The City of Barstow reserves the right to reduce quantities without a change in the Contractor’s Bid Prices, due to a possible reduction in funding, at the time of contract award.**

ADDENDA

The Bidder acknowledges receipt of the following Addenda:

Addendum No.:	_____	DATED:	_____
Addendum No.:	_____	DATED:	_____
Addendum No.:	_____	DATED:	_____

NOTE: All addenda shall be signed by the Bidder and submitted with the Bid package.

NON COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF _____

_____, being first duly sworn, the party making the
(Name of Bidder)

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

(Signature)

(Typed Name)

SUBSCRIBED BEFORE ME on this _____ day of _____, 2025.

Notary Public

My commission Expires:

BID SECURITY OR BOND

There is enclosed herewith Bid security or bond in the following form (check one):

- ☐ Cash (10%)
- ☐ Cashier's Check or Certified Check (10%)
- ☐ Bond - 1 Surety (10%)

in the sum of _____ (____) percent of the base Bid of _____ (\$_____), made payable to the order of the City of Barstow, and the undersigned agrees that in case of his failure to execute the necessary Contract and furnish the required bonds and insurance certificates, the cashier's check or surety bond and the money payable thereon shall be and remain the property of the CITY OF BARSTOW.

WITHDRAWAL OF BID

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving Bids.

VISITING THE SITE

The undersigned has thoroughly examined the Drawings and Specifications and Addenda (if any), has visited the site, and is thoroughly familiar with the contents and all of the conditions thereof. The undersigned is aware of, and will observe, all security regulations enforced at this facility.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 - 4108 of the Public Contract Code of the State of California, and any amendments thereto, each Bidder shall set forth below, the name and location of the mill, shop, or office of each subcontractor who will perform work or labor, or render service to the Contractor in an amount in excess of one-half ($\frac{1}{2}$) of one (1) percent of the total Bid to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself and he shall not be permitted to subcontract that portion of the work except under conditions permitted by law.

LIST OF SUBCONTRACTORS

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original Bid shall only be permitted in case of public emergency or necessity, or otherwise permitted by law, and then only after a finding reduced to writing as a public record of the Owner.

LIST OF SUBCONTRACTORS

NAME:	License No and Classification	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

NAME:	License No and Classification	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

NAME:	License No and Classification	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

LIST OF SUBCONTRACTORS - cont.

NAME:	License No and Classification	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

NAME:	License No and Classification	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

NAME:	License No and Classification	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

LIST OF MATERIAL SUPPLIERS

NAME:	MATERIAL(S) TO BE SUPPLIED
-------	----------------------------

ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

LIST OF MATERIAL SUPPLIERS - cont.

NAME:	MATERIAL(S) TO BE SUPPLIED
-------	----------------------------

ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

LIST OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid, completed, to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Engineer. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

<u>Item or Material</u>	<u>Manufacturer</u>

No change shall be allowed of any material manufacturer listed above after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the specifications. Should such change be allowed, there will be no increase in the amount of the Bid originally submitted.

ANTI-TRUST CLAIM

In submitting a Bid to a public purchasing body, the Bidder offers and agrees that if the Bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

DECLARATION OF ACCURACY

I, the undersigned, declare under penalty of perjury that the information presented in this Bid, including without limitation the Contractor's license number and expiration date, are true and correct to the best of my knowledge. Any Bid not signed by the Bidder, or not containing the Bidder's license number and license expiration date, or containing information which is subsequently proven false, shall be considered unresponsive and shall be rejected.

Signature

Address

Title

City, State, Zip

Date

Telephone

Contractor's License No.

Type of License

Federal ID No. (If applicable)

Expiration Date of License

(SEAL - if Bid is by a corporation)

ATTEST

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et. Seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing with the performance of the Work of this Contract.

The Contractor agrees to utilize federal job classifications for the submittal of the certified payrolls and further agrees to pay all of its employees the higher of the prevailing state or federal wages.

CONTRACTOR:

Firm Name

By

Title

QUESTIONNAIRE REGARDING BIDDERS

Number of years engaged in the contracting business under present business name _____
_____.

List of at least the last three contracts performed which show experience in working on a project of a nature similar to that covered in this proposal. If none, so indicate. Attach separate list of references if necessary.

Year	Type of Work	Contract Amt.	Location	Contact person/phone
1				
2				
3				
4				
5				
6				
7				

Please check applicable box concerning the ownership of your business:

- (1) ☐ American Indian or Alaska Native
- (2) ☐ Asian or Pacific Islander
- (3) ☐ Black
- (4) ☐ Hispanic
- (5) ☐ White
- (6) ☐ Female
- (7) ☐ Other (Specify) _____

State of California Contractor's License No.: _____

Contractor's License Expiration Date: _____

SECTION 1.4
OF
PROCEDURAL DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____, as Principal, and _____, as Surety, are
hereby held and firmly bound unto the CITY OF BARSTOW as Owner in the penal sum of _____,

for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors, and our assigns.

Signed this _____ day of _____, 2025

NOW, THEREFORE,

- A. If said Bid shall be rejected, or
- B. If said Bid shall be accepted and the Principal shall execute and deliver, within fifteen (15) days after the Notice of Award, a Contract in the form attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required Insurance Certificates, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims thereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgment 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.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Two Witnesses

(If Individual):

Principal: _____

By _____

Title _____

ATTEST (If Corporation):

By _____

Title _____

(Corporate Seal)

ATTEST:

By _____

Title _____

(Corporate Seal)

SURETY: _____

By: _____

Title _____

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance as defined in Section 105 of the California Insurance Code.

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and address of Agent or Representative in California, if different from above) _____

(Telephone number and address of Surety and Agent or Representative in California) _____

SECTION 1.5
OF
PROCEDURAL DOCUMENTS

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2025 by and between the CITY OF BARSTOW, hereinafter called "Owner", and _____, doing business as _____
_____ * hereinafter called "Contractor".

* Insert "a corporation," "a partnership," or "an individual," as applicable.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, it is agreed that:

1. The Contractor will commence and complete **PROJECT NO. 2025-1001, "TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET & BARSTOW ROAD"** as per the plan and specifications.
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the Work required by the Contract Documents on or before the date specified to commence Work in the Notice to Proceed and will complete the same within **One Hundred 100 working days** unless the period for completion is extended otherwise by the Contract Documents.
4. Owner and Contractor have discussed the provisions of Civil Code 1671 and the damages, which may be incurred by Owner if the Work is not completed within the time specified in this Agreement. Owner and Contractor hereby represent that at the time of signing this Agreement, it is impractical and extremely difficult to fix the actual damage which will be incurred by the Owner if the Work is not completed within the number of working days allowed.
5. The Contractor hereby acknowledges that the plans and specifications are made as a part of this Contract.
6. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$_____ or as shown in the Notice of Award; subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days. Final payment shall be made thirty-five (35) days subsequent to recordation of Notice of Completion. Contractor may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the Owner to ensure performance under the Contract. Such securities shall be deposited with the Owner or with a state or federally chartered bank acceptable to the Owner as an escrow agent who shall pay such moneys to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for substitution shall include those listed in Public Contract Code Section 22300.

7. The term "Contract Documents" means and includes the following:
- a. Invitation for Bids
 - b. Instruction to Bidders
 - c. Bid
 - d. Bid Bond
 - e. Agreement
 - f. Payment Bond
 - g. Contract Performance Bond
 - h. Certificates of Insurance and Endorsements
 - I. Notice of Award
 - j. Notice to Proceed
 - k. Change Orders
 - l. General Conditions
 - m. Supplemental General Conditions
 - n. Special Conditions, Technical Specification Provisions and Standard Drawings and Details
 - o. Drawings Prepared by the City of Barstow or Consultant and Specifications
 - p. Addenda:

No. _____, dated _____, 2025

No. _____, dated _____, 2025

No. _____, dated _____, 2025

No. _____, dated _____, 2025

8. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

10. Should any litigation or arbitration be commenced between the parties hereto concerning said project, any provisions of this Contract, or the rights and obligations of either in relation thereto the party, Owner or Contractor, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation, and court costs.

11. Pursuant to Section 1770 et. seq., the following, of the California Labor Code, the successful Bidder shall pay not less than the higher of State or Federal prevailing rate of per diem wages. The Owner has obtained the State Prevailing wage rates from the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Owner, which copies shall be made available for review to any interested party on request.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in copies each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF BARSTOW

By: _____

Name: _____

Please Type

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

CONTRACTOR:

(SEAL)

By: _____

Name: _____

Title: _____

Please Type

Address: _____

Contractor's License No. _____

ATTEST:

By: _____

Name: _____

Title: _____

All signatures on this Contract Agreement on behalf of the Contractor must be acknowledged before a Notary Public. In the event that the Contractor is a corporation, the President/Vice President and the corporate secretary of the corporation must sign and the corporate seal must be affixed thereto.

CORPORATE CERTIFICATE

I, _____, certify that I am the Corporate Secretary of the
_____ Corporation named as CONTRACTOR in the
foregoing Contract; that _____, who signed said
Contract on behalf of the CONTRACTOR, was then _____ of said
corporation; and that said Contract was duly signed for and in behalf of said corporation by
authority of its governing body and is within the scope of its corporate powers.

Name: _____

(SEAL)

ATTEST:

Name _____
(Please Print)

Title _____

SECTION 1.6
OF
PROCEDURAL DOCUMENTS

PAYMENT BOND
(CALIFORNIA PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Barstow, (referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Contractor") a Contract dated _____, for work described as follows:

PROJECT NO. 2025-1001, "TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET & BARSTOW ROAD" (hereinafter referred to as the "Public Works Contract"); and

WHEREAS said Contractor is required to furnish a bond in connection with said Public Works Contract, and pursuant to Section 3247 of the California Civil Code.

NOW, THEREFORE, we _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF BARSTOW and to any and all persons, companies or corporation entitled to file stop notices under Section 3181 of the California Civil Code in the sum of _____ Dollars (\$ _____), said sum being not less than 100 percent of the total amount payable by the said obligee under the terms of the said Public Works Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay for any materials, provisions, vendor or other supplies or teams, implements or machinery used in, upon, for or about the performance of the Public Work Contract to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of said Contractor and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon 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 said Surety or Sureties will pay a reasonable attorney's fee to be fixed by the Court. In addition to the provisions herein above, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2025.

PRINCIPAL:

By _____

SURETY:

By _____

Attorney-in-fact

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code.

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

[illegible]

On _____ before me, personally appeared _____ personally known to me; or 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 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.
(SEAL)

Signature of Notary Public

CAPACITY CLAIMED BY SIGNER:

Though statute does not require the notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

_____ Individual (s)
 _____ Corporate Officer (s) _____ and _____
 _____ Titles _____ and _____
 _____ Partner(s) _____ Limited _____ General
 _____ Attorney-in-fact
 _____ Trustee (s)
 _____ Guardian/Conservator
 _____ Other: _____

Signer is representing: _____

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to an unauthorized document.

Title of type of document: _____
 Number of pages: _____
 Date of document: _____
 Signer(s) other than named above: _____

This Certificate must be attached to the document described above

SECTION 1.7
OF
PROCEDURAL DOCUMENTS

CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CITY OF BARSTOW (referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Contractor") a Contract dated _____, for work described as follows:

PROJECT NO. 2025-1001, "TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET & BARSTOW ROAD" (hereinafter referred to as the "Public Works Contract"); and

WHEREAS, the Contractor is required by said Public Works Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we _____, the undersigned Contractor, as Principal, and _____, a _____ corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF BARSTOW in the sum of _____ Dollars (\$_____), said sum being not less than 100 percent of the total amount payable by the said Obligee under the terms of the said Public Works Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounden Principal, his or 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 said Public Works Contract and any alteration thereof made as therein provided, on his or its 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 faithfully fulfill the one-year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Public Works Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to Obligee a reasonable attorney's fee to be fixed by the Court.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Works Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, the Work, or the Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2025.

PRINCIPAL:

By _____

SURETY:

By _____

Attorney-in-fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged is \$_____ (must be filled in by corporate surety)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code.

[illegible]

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SECTION 1.8

OF PROCEDURAL DOCUMENTS

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

The Contractor shall not commence any work under the Contract Documents until he obtains, at his own expense, all required insurance as stipulated by the Owner. The required insurance shall be provided by the Contractor in conformance with the requirements of Article 13 through 16 of the General Conditions of these Contract Documents and includes the following:

- California Workers' Compensation Insurance
- Commercial General Liability Insurance
- Commercial Automobile Liability Insurance

The insurance company or companies utilized by the Contractor shall be authorized to transact business in the State of California and to issue policies in the amounts required in the General Conditions of these Contract Documents.

SECTION 1.9
OF
PROCEDURAL DOCUMENTS

NOTICE OF AWARD

TO: _____

Project Description: **PROJECT NO. 2025-1001, “TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET & BARSTOW ROAD”** The Owner has considered the Bid submitted by you for the above described Work in response to its Invitation for Bids dated May 29, 2025, and the Instruction to Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$_____.

You are required, as stated by the Instruction for Bidders, to execute the Agreement and furnish the required Contractor's Payment Bond, Performance Bond, City Business License, copy of Contractor License, and Certificates of Insurance and Endorsements within fifteen (15) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said Bonds and Certificates of Insurance and Endorsements within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the Acceptance Notice to the Owner, including the Bonds, Insurance, Business License, Contractor's License, etc.

Dated this _____ day of _____, 2025.

CITY OF BARSTOW (Owner)

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____

_____ THIS _____ day of

_____, 2025.

Contractor

By _____

Title _____

SECTION 1.10
OF
PROCEDURAL DOCUMENTS

NOTICE TO PROCEED

TO: _____

Project Description: **PROJECT NO. 2025-1001, “TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET & BARSTOW ROAD”**

You are hereby notified to commence work in accordance with the Agreement dated _____, 2025 on or before _____, 2025, and you are to complete the work within One Hundred **(100)** working days thereafter. The date of completion of all work is therefore _____, 2025.

You are required to return an acknowledged copy of the Acceptance of Notice to the Owner.

Dated this ____ day of _____, 2025.

CITY OF BARSTOW (Owner)

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

_____ THIS _____ day of
_____, 2025

Contractor

By _____

Title _____

SECTION 1.11
OF
PROCEDURAL DOCUMENTS

CHANGE ORDER

Order No. _____

Date _____

Purchase Order No. _____

Agreement Date _____

Sheet _____ of _____

Owner: CITY OF BARSTOW

Project: **NO. 2025-1001, “TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET
& BARSTOW ROAD”**

Contractor:

The following changes are hereby made to the Contract Documents:

JUSTIFICATIONS:

CHANGE TO CONTRACT PRICE

Original Contract Price \$ _____

Current Contract Price adjusted by previous
Change Order(s) \$ _____

Contract Price due to this Change Order will
be (increased) (decreased) \$ _____

New Contract Price including this Change Order \$ _____

CHANGE TO CONTRACT TIME

Contract Time will be (increased) (decreased) _____
(Working Days)

Date for Completion of all Work _____
(Date)

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

Recommended by: _____ Date: _____

Approved by: _____ Date: _____

Accepted By: _____ Date: _____

SECTION 1.12
OF
PROCEDURAL DOCUMENTS

RELEASE

Owner: _____

Contractor: _____

Project: **PROJECT NO. 2025-1001, “TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON
MAIN STREET & BARSTOW ROAD”**

In consideration of the final payment of the undisputed Contract amounts of \$_____ relating to the above referenced project, the Contractor hereby Releases the Owner from any and all claims and liability for payment on the project except for any outstanding disputed amount listed below.

CONTRACTOR:

By: _____

Title: _____

Dated: _____

ATTEST:

Name: _____
(Please Print)

Title: _____