



**Caltrans**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

# BID

FOR CONSTRUCTION ON STATE HIGHWAY IN SANTA CLARA COUNTY ABOUT 10  
MILES EAST OF SAN JOSE FROM 1.5 MILES EAST OF KINCAID ROAD TO LICK  
OBSERVATORY

In District 04 On Route 130

Under

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*Notice to Bidders and Special Provisions* dated March 24, 2014

*Standard Specifications* dated 2010

Project plans approved November 18, 2013

*Standard Plans* dated 2010

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Identified by

Contract No. 04-3E3504

04-SCI-130-18.7/22.5

Project ID 0412000298



hc

**CONTRACT NO.** 04 - 3E3504

**NAME OF BIDDER** G. Bortolotto & Co. Inc.  
**BUSINESS P.O. BOX** N/A  
**CITY, STATE, ZIP** \_\_\_\_\_  
**BUSINESS STREET ADDRESS** 582 Bragato Road  
(Include even if P.O. Box used)  
**CITY, STATE, ZIP** San Carlos, Ca. 94070-6227  
**TELEPHONE NO:** **AREA CODE ( 650)** 595-2591  
**FAX NO:** **AREA CODE ( 650)** 595-0718  
**CONTRACTOR LICENSE NO.** 397341 "A"

1. Bidder agrees, if this bid is accepted, to enter into a contract with the Department, in the form included in the Standard Specifications, to perform the work provided in the Contract under the terms of the Contract for the price or prices bid.

For a lump sum or unit price based bid, Bidder additionally agrees to perform the work within the number of working days shown on the *Notice to Bidders*.

For a cost plus time based bid on a contract without a plant establishment period, Bidder additionally agrees to perform the work within the number of working days bid.

For a cost plus time based bid on a contract with a plant establishment period, Bidder additionally agrees to perform the non-plant establishment work within the number of working days bid for non-plant establishment work.

2. For a lump sum based bid, Bidder submits this bid with a total price in the total bid space provided on the Bid Item List. For a unit price or cost plus time based bid, Bidder submits this bid with a unit price and the item total (the product of the unit price and the quantity) for each item and a total price (the sum of the item totals) in the spaces provided on the attached Bid Item List. For a unit price with additive item based bid, Bidder submits this bid with a unit price and an item total for each item and a total base bid (the sum of the item totals) and the additive items in the spaces provided on the attached Bid Item List. Additionally, for a cost plus time based bid, Bidder submits this bid with working days bid for non-plant establishment work, total bid for time, and total bid for bid comparison in the spaces provided on the Bid Item List. Bidder agrees:
  - 2.1. If a discrepancy between the unit price and the item total exists, the unit price prevails except:
    - 2.1.1. If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.
    - 2.1.2. If a decimal error is apparent in the product of the unit price and the quantity, the Department will use either the unit price or item total based on the closest by percentage to the unit price or item total in the Department's Final Estimate.
  - 2.2. If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.
  - 2.3. Bids on lump sum items are item totals. If a unit price for a lump sum item is entered and it differs from the item total, the item total prevails.
  - 2.4. Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.
  - 2.5. Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.

2.6. For a lump sum based bid, the item total is the bid amount the Department uses for bid comparison.

For a unit price based bid, the sum of the item totals is the bid amount the Department uses for bid comparison.

For a cost plus time based bid, the sum of the item totals and the total bid for time is the bid amount the Department uses for bid comparison.

2.7. The Department's decision on the bid amount is final.

3. Bidder has and acknowledges the following addenda:

4. Bidder submits this bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:

Cash \$ \_\_\_\_\_, Cashiers Check, Certified Check, Bidder's Bond

5. Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification may result in one or more of the following:

5.1. Criminal prosecution

5.2. Rejection of the bid

5.3. Rescission of the award

5.4. Termination of the Contract

BY (Authorized Signature)



DATE SIGNED (Do not type)

4.22.14

PRINTED NAME AND TITLE OF PERSON SIGNING

Robert Bortolotto, President

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 854-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**BID ITEM LIST**

| Item No. | Item Code | Item Description                              | Unit of Measure | Estimated Quantity | Unit Price           | Item Total               |
|----------|-----------|---|-----------------|--------------------|----------------------|--------------------------|
| 1        | 120090    | CONSTRUCTION AREA SIGNS                       | LS              | LUMP SUM           | LUMP SUM             | 1,999. <sup>99</sup> 2   |
| 2        | 120100    | TRAFFIC CONTROL SYSTEM                        | LS              | LUMP SUM           | LUMP SUM             | 83,762. <sup>70</sup> 2  |
| 3        | 128652    | PORTABLE CHANGEABLE MESSAGE SIGN (LS)         | LS              | LUMP SUM           | LUMP SUM             | 4,300. <sup>00</sup>     |
| 4        | 130100    | JOB SITE MANAGEMENT                           | LS              | LUMP SUM           | LUMP SUM             | 777. <sup>00</sup>       |
| 5        | 130200    | PREPARE WATER POLLUTION CONTROL PROGRAM       | LS              | LUMP SUM           | LUMP SUM             | 1000. <sup>00</sup>      |
| 6        | 130620    | TEMPORARY DRAINAGE INLET PROTECTION           | EA              | 4                  | 100. <sup>00</sup>   | 400. <sup>00</sup>       |
| 7        | 153103    | COLD PLANE ASPHALT CONCRETE PAVEMENT          | SQYD            | 16,500             | 7. <sup>39</sup>     | 121,935. <sup>00</sup>   |
| 8        | 374207    | CRACK TREATMENT                               | LNMI            | 8                  | 4000. <sup>00</sup>  | 32,000. <sup>00</sup>    |
| 9        | 390132    | HOT MIX ASPHALT (TYPE A)                      | TON             | 3,000              | 111. <sup>11</sup>   | 333,330. <sup>00</sup>   |
| 10       | 393005    | GEOSYNTHETIC PAVEMENT INTERLAYER (PAVING MAT) | SQYD            | 3,100              | 7. <sup>39</sup> RB  | 22,909. <sup>00</sup> RB |
| 11       | 397005    | TACK COAT                                     | TON             | 10                 | 1,111. <sup>11</sup> | 11,111. <sup>10</sup>    |
| 12       | 820107    | DELINEATOR (CLASS 1)                          | EA              | 200                | 32. <sup>00</sup>    | 6400. <sup>00</sup>      |
| 13       | 840504    | 4" THERMOPLASTIC TRAFFIC STRIPE               | LF              | 29,700             | 0. <sup>58</sup>     | 17,226. <sup>00</sup>    |
| 14       | 850122    | PAVEMENT MARKER (RETROREFLECTIVE-RECESSED)    | EA              | 620                | 9. <sup>63</sup>     | 5970. <sup>60</sup>      |

**TOTAL BID:**

**\$ 643,121.<sup>39</sup> RB**

*f r*

**SUBCONTRACTOR LIST**

DES-OE-0102.2 (REV 3/2011)

Bidder Name: G. Bortolotto & Co., Inc.

The bidder must identify each subcontractor performing work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.). Complete columns 1 and 4 and submit with the bid. Complete columns 2 and 3 and submit with the bid or fax to (916) 227-6282 within 24 hours after the bid opening. Failure to provide complete information in columns 1 through 4 within the time specified will result in a nonresponsive bid.

Column 1: Business Name and Location

Column 2: Bid Item Nos.

Column 3: Percentage of Bid Item Subcontracted

Column 4: Description of Subcontracted Work

|   |            |        |  |
|---|------------|--------|--|
| Cal-Vet Services, Inc<br>679 San Miguel Ave.<br>Santa Clara, CA 95050 | 2, 3       | 6.85 % | Traffic Control (Partial)<br>Message Boards. |
| Farwest Safety Inc<br>226 N. Main St<br>Lodi, CA 95240                | 1          | 0.23 % | Construction Area Signs                      |
| Austin Enterprise<br>P.O. Box 81926<br>Bakersfield, CA                | 8          | 4.77 % | Crack Seal.                                  |
| Chrup Co<br>43650 Osgood Rd<br>Fremont, CA                            | 12, 13, 14 | 5.89 % | Striping.                                    |
|   |            |        | Trucking (Partial)                           |

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*for*

**REQUEST FOR SMALL BUSINESS PREFERENCE OR NON-SMALL BUSINESS PREFERENCE**

DES-OE-0102.7 (REV 02/2010)

**CONTRACT NO. 04 - 3E3504**

**Complete one of the following:**

• **Small Business Preference**

The undersigned requests small business preference and certifies, under penalty of perjury, that the firm meets the requirements of 2 CA Code of Regs § 1896 et seq. and is certified as a small business at the time and day of bid opening or has submitted a complete application to the Department of General Services (DGS) and is subsequently certified. The complete application and any required substantiating documentation must be received by DGS by 5:00 p.m. on bid opening date.

Small Business Certification (Reference) Number: 1524420

Date: 4/22/14

Signature: 

• **Non-Small Business Preference**

The undersigned requests non-small business preference and notifies the Department on the Certified Small Business Listing for the Non-Small Business Preference form that it commits to subcontract at least 25 percent of its bid amount with one or more firms that meets the requirements of 2 CA Code of Regs § 1896 et seq. and the firms are certified as small businesses at the time and day of bid opening or have submitted a complete application and are subsequently certified by the Department of General Services (DGS). The complete application and any required substantiating documentation must be received by DGS by 5:00 p.m. on bid opening date. List these firms on the Certified Small Business Listing for the Non-Small Business Preference form.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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**CALIFORNIA COMPANY PREFERENCE**

DES-OE-0102.9 (REV 11/2008)

**This form must be completed and signed by all bidders. Failure of a non-California company to fill out and sign this form may be cause for rejection of its bid. Eligibility for a reciprocal preference for a California company is waived if the California company fails to complete and sign this form under penalty of perjury.**

**The undersigned certifies that it is a "California company" as defined in Pub Cont Code § 6107 and meets one of the following (check appropriate box and enter requested information):**

I am a California company which has its principal place of business in California.

or

I am a California company which has its principal place of business in a state in which there is no local contractor preference on construction contracts.

Name of State: \_\_\_\_\_

or

I am a California company which has its principal place of business in a state in which there is a local contractor preference and my company has paid not less than \$5,000 in sales or use taxes to California for construction related activity for each of the 5 years immediately preceding the submission of the bid.

Name of State: \_\_\_\_\_

California Sales or Use Tax No.: \_\_\_\_\_

or

**The undersigned certifies that it is not a "California company." (Check box and enter requested information.)**

I am not a California company. My principal place of business is in \_\_\_\_\_  
(Enter state or country)

Describe any and all bid preferences provided to your company by the state or country in which your company has its principal place of business. (Attach additional sheets if necessary.)

\_\_\_\_\_

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: April 22, 2014

Signature of Bidder:



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We G. Bortolotto & Company

as Principal, and

The Guarantee Company of North America USA

as Surety are bound unto the State of California, Department of Transportation, 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 submitting a bid to the Obligee, for Construction on State Highway in Santa Clara County about 10 Miles East of San Jose from 1.5 Miles East of Kincaid Road to Lick Observatory  
(Copy here the exact description of work, including location, as it appears on the proposal)  
for which bids are to be opened at 1727 30th Street, Bidders' Exchange, MS 26, Sacramento CA 95816  
(insert place where bids will be opened)  
on April 22, 2014  
(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 accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) 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 a 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.

Dated: April 7, 2014

Correspondence or claims relating to this bond should be sent to the surety at the following address:  
1800 Sutter St., #880  
Concord CA 94520

G. Bortolotto & Company  
[Signature]  
Principal  
The Guarantee Company of North America USA  
Surety  
By Mary Baez  
Attorney-in-Fact  
Mary Baez Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Mateo

On this April 7, 2014 before me, Deborah M. Knipp, Notary Public

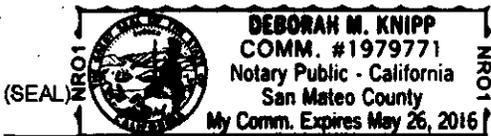
Date Here Insert Name and Title of the Officer

personally appeared Mary Baez

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

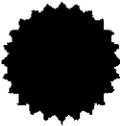
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

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**THE GUARANTEE**

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**  
Southfield, Michigan

# POWER OF ATTORNEY

**KNOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

**Gregory McCartney, Steve Suissa, Mary Baez  
James E. McGovern, Inc.**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority 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.
4. 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.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

**Stephen C. Ruschak, Vice President**

**Randall Musseiman, Secretary**

**STATE OF MICHIGAN  
County of Oakland**

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



*Cynthia A. Takai*  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musseiman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 7<sup>th</sup> day of April 2014

**Randall Musseiman, Secretary**

**OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS**

DES-OE-0102.12A (REV. 8/2012)

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To opt out of payment adjustments for price index fluctuations as specified, complete this form.

Bidder's Name: \_\_\_\_\_ Contract No. \_\_\_\_ - \_\_\_\_\_

**I opt out of the payment adjustments for price index fluctuations.**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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**CERTIFICATIONS**

**UNDOCUMENTED ALIENS EMPLOYMENT**

Under Pub Cont Code § 6101, the Bidder certifies compliance with state and federal law respecting the employment of undocumented aliens.

**NONCOLLUSION**

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

Under PCC 7106 and 23 USC 112, the bidder declares as follows:

State of California County of San Mateo

Robert Bortolotto, being first duly sworn, deposes and says that he or she is

President of G. Bortolotto & Co., Inc. the party

making the 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.

**CHILD SUPPORT COMPLIANCE ACT**

Under Pub Cont Code § 7110, the contractor acknowledges that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
2. The contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

**NATIONAL LABOR RELATIONS BOARD**

Under Pub Cont Code § 10232, the contractor, swears 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.

**VIOLATION OF LAW OR A SAFETY REGULATION**

Under Pub Cont Code § 10162, the Bidder must 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.

### ANTITRUST LAW

Under Pub Con Code § 10285.1, the Bidder 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 Pub Cont Code § 1101, with any public entity, as defined in Pub Cont Code § 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

If the Bidder has been convicted of an offense within the past 3 years, provide the conviction details including the date and ultimate resolution of each conviction in the space below.

### PERMITS, LICENSES, AGREEMENTS, CERTIFICATIONS, AND RAILROAD RELATIONS AND INSURANCE REQUIREMENTS

Bidder acknowledges that permits, licenses, agreements, certifications, and the requirements in the document titled "Railroad Relations and Insurance Requirements" are components of the Contract under section 5-1.02 of the *Standard Specifications*.

### BIDDER RESPONSIBILITY QUESTIONNAIRE

Failure to truthfully answer the following questions will result in a finding that the bid is nonresponsive. The Bidder must complete, under penalty of perjury, the following questionnaire:

1. Within the past 10 years, has the Bidder been found to be a nonresponsive bidder by any public entity, including federal, State, local, or regional entities?  
 Yes  No
2. Within the past 10 years, have any of the Bidder's officers or employees with a proprietary interest in the Bidder been determined to be a nonresponsive bidder by a public entity, including federal, State, local or regional entities?  
 Yes  No
3. Is there any officer or employee of the Bidder who now has or has had any proprietary interest in another company that bid or bids on public works projects whose company has been determined to be a nonresponsive bidder by any public entity, including federal, State, local, or regional entities?  
 Yes  No
4. If the answer to any of the 3 preceding questions is yes, disclose all pertinent details of the determination of nonresponsibility, including:
  - 4.1. Date of each nonresponsibility determination
  - 4.2. Name of each public agency issuing the nonresponsibility determination and a contact person at that agency who would have information about the determination
  - 4.3. Contract number for each nonresponsibility determination

### END CERTIFICATIONS