CALTRANS
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
BID FOR

CONSTRUCTION ON STATE HIGHWAY IN
MERCED COUNTY NEAR LOS BANOS FROM FRESNO COUNTY LINE TO 0.5 MILE SOUTH OF ROUTE 5/152 SEPARATION
In District 10 on Route 5

UNDER

Notice to Bidders and Special Provisions dated November 19, 2018
Project plans approved October 15, 2018
Standard Specifications dated 2018
Standard Plans dated 2018

Identified by

Contract No. 10-1H4104

10-Mer-5-0.0/17.0

Project ID 1018000165

Bids open Wednesday, December 12, 2018 Dated November 19, 2018

AADD

Name of Bidder Mercer-Fraser Company
Bidder ID VC0000003985
Business Street Address PO Box 1006
(Include even if P.O. Box is used)
Business P.O. Box
City, State, Zip Eureka, CA, 95502
Telephone No. 7074436371
Fax No. 7074430277
Contractor License No.105709
California Department of Industrial Relations Registration number 1000009518
Checksum 164F9C97

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 or permanent erosion control 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 or permanent erosion control establishment period, Bidder additionally agrees to perform the non-establishment work within the number of working days bid for non-establishment work.

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, the 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:1
12-07-18 Revise Bid Book, Project Plans,

4. Bidder submits this bid with one of the following forms of bidder's security equal to at least 10 percent of the bid, including any additive items: Electronic 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

PRINTED NAME:Justin Zabel AND
TITLE OF PERSON SIGNING:President

BY (Authorized signature) DATE SIGNED(Do not type)

Item No.	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1	070030	LEAD COMPLIANCE PLAN	LUMP SUM	LS	LUMP SUM	1,500.00
2	080050	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LUMP SUM	LS	LUMP SUM	5,300.00
3	090100	TIME-RELATED OVERHEAD (WDAY)	100.0	WDAY	2,100.00	210,000.00
4	120090	CONSTRUCTION AREA SIGNS	LUMP SUM	LS	LUMP SUM	18,645.00
5	120100	TRAFFIC CONTROL SYSTEM	LUMP SUM	LS	LUMP SUM	350,000.00
6	128652	PORTABLE CHANGEABLE MESSAGE SIGN (LS)	LUMP SUM	LS	LUMP SUM	16,400.00
7	130100	JOB SITE MANAGEMENT	LUMP SUM	LS	LUMP SUM	18,000.00
8	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LUMP SUM	LS	LUMP SUM	485.00
9	190185	SHOULDER BACKING	11,700.0	TON	28.00	327,600.00
10	390011	PREPAVING INERTIAL PROFILER	LUMP SUM	LS	LUMP SUM	7,500.00
11	390020	PREPAVING GRINDING DAY	20.0	EA	18,000.00	360,000.00
12	390132	HOT MIX ASPHALT (TYPE A)	2,640.0	TON	130.00	343,200.00

Item No.	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
13	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	49,900.0	TON	104.00	5,189,600.00
14	394060	DATA CORE	LUMP SUM	LS	LUMP SUM	10,000.00
15	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	146,000.0	LF	1.50	219,000.00
16	397005	TACK COAT	170.0	TON	675.00	114,750.00
17	398100	REMOVE ASPHALT CONCRETE DIKE	146,000.0	LF	2.00	292,000.00
18	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	16,000.0	SQYD	10.00	160,000.00
19	710210	ADJUST FRAME AND GRATE TO GRADE	14.0	EA	2,250.00	31,500.00
20	780250	ADJUST MONUMENT COVER TO GRADE	58.0	EA	1,000.00	58,000.00
21	810120	REMOVE PAVEMENT MARKER	7,630.0	EA	2.00	15,260.00
22	810230	PAVEMENT MARKER (RETROREFLECTIVE)	7,720.0	EA	4.00	30,880.00
23	840515	THERMOPLASTIC PAVEMENT MARKING	130.0	SQFT	10.00	1,300.00
24	846007	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	360,000.0	LF	0.60	216,000.00

Item No.	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
25	846009	8" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	2,660.0	LF	0.80	2,128.00
26	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	408,000.0	LF	0.40	163,200.00
27	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	130.0	SQFT	10.00	1,300.00
28	846051	12" RUMBLE STRIP (ASPHALT CONCRETE PAVEMENT)	3,570.0	STA	47.00	167,790.00
29	036893	6" TRAFFIC STRIPE TAPE (WARRANTY) (BROKEN 17-7)	1,330.0	LF	2.00	2,660.00
30	036894	6" TRAFFIC STRIPE TAPE (WARRANTY) (BROKEN 36-12)	180,000.0	LF	2.00	360,000.00
31	870009	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LUMP SUM	LS LS LS	LUMP SUM	2,500.00
32	999990	MOBILIZATION	LUMP SUM	LS	LUMP SUM	376,000.00
	Total Bid					$9,072,498.00

Bidding Firm: Mercer-Fraser Company

List this sub? Yes

1) Business Name APCO
Location City Goshen State CA
California Contractor License Number 283095
Public Works Contractor Registration Number 100004858
Portion of Work Subcontracted:

Corp
C12
7/31/19

Item	%	Description
15	53	No water

List this sub? Yes

2) Business Name Pavement Recycling Systems, Inc.
Location City Woodland State CA
California Contractor License Number 569352
Public Works Contractor Registration Number 100003363
Portion of Work Subcontracted:

Corp
A, C12
5/31/19

Item	%	Description
11	32	No Water
28	28	No Water

List this sub? Yes

3) Business Name Roll 'N Rock Construction Inc.
Location City Mount Shasta State CA
California Contractor License Number 971838
Public Works Contractor Registration Number 1000013621
Portion of Work Subcontracted:

Corp
A, C61/D49
031

Item	%	Description
5	75	Traffic Control, Partial
6	100	

Bidding Firm: Mercer-Fraser Company

List this sub? Yes

4) Business Name Centerline Striping Company Inc.
Location City Elk Grove State CA
California Contractor License Number ~~95624~~ 499345
Public Works Contractor Registration Number 1000004030
Portion of Work Subcontracted:

Corp
C32
10/30/20

Item	%	Description
1	50	Stripe Only
5	25	Traffic Control, Partial
21	100	
22	100	
23	100	

List this sub? Yes

5) Business Name Centerline Striping Company Inc., continued
Location City Elk Grove State CA
California Contractor License Number ~~9562~~4 499345
Public Works Contractor Registration Number 1000004030
Portion of Work Subcontracted:

Item	%	Description
24	100	
25	100	
26	100	
27	100	
29	100	

List this sub? Yes

6) Business Name Centerline Striping Company Inc., continued
Location City Elk Grove State CA
California Contractor License Number ~~9562~~4 499345
Public Works Contractor Registration Number 1000004030
Portion of Work Subcontracted:

Item	%	Description
30	100	

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
Contract No.: 10-1H4104 Project ID: 1018000165
Bidder Name: Mercer-Fraser Company Bidder ID: VC0000003985
CALIFORNIA COMPANY PREFERENCE
DES-OE-102.9 (REV 11/2008)

This form must be completed 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 (enter requested information):

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

or

2. I 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

3. I 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."

4. I 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.)
   Describe:

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

DATE_____Signature of Bidder_____

OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS
DES-OE-0102.12A (REV. 8/2012)

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

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

Enter Date and Name to opt out of payment adjustments for price index fluctuations.

Date: Bidder's Name:

Signature:_____

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 CA County of Humboldt
Name: Justin Zabel,
being first duly sworn, deposes and says that he or she is
President of
Mercer-Fraser Company
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? 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 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 nonresponsible bidder by any public entity, including federal, State, local, or regional entities?
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 nonresponsible bidder by a public entity, including federal, State, local or regional entities?
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 nonresponsible bidder by any public entity, including federal, State, local, or regional entities?
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

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
BIDDER'S BOND
DES-OE 0102.3(REV 4/2016)
Contract No. 10-1H4104

Bond No. _____

We_____

_____ as Principal, and

_____

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
MERCED COUNTY NEAR LOS BANOS FROM FRESNO COUNTY LINE TO 0.5 MILE SOUTH OF ROUTE 5/152 SEPARATION
In District 10 on Route 5
for which bids are to be opened at 1727 30th Street, Sacramento CA 95816 on 12-12-18.

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 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:_____

Address of Surety:_____

(for correspondence or claims)

By_____

Attorney-in-Fact

CALIFORNIA ALL-PURPOSE 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 this _____ before me, _____

Date Here insert Name and Title of the Officer

personally appeared _____

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 of Notary Public

(SEAL)

SURETY 2000 INSURANCE DOCUMENT MANAGER

Insurance Document Management System 3.0

Bond Number: SCA18231503

Contractor Information

Principal: Mercer-Fraser Company

Address: PO Box 1006 Eureka California 95502 United States

Owner/Obligee Information

Bond Form: Bid Bond in accordance with Contract Specifications

Owner/Obligee: State of California, Department of Transportation

Address: 1727 30th Street, Bidders` Exchange, MS 26 Sacramento California 95816 United States

Bond Information

Surety: Liberty Mutual Insurance Company

Bid Date: 12/12/2018

Estimated Contract Price: $10,000,000

Time For Completion: 100 Working Days

Liquidated Damages: $6,800

Estimated Work On Hand:

Amount of Bid Security: Ten percent of Bid Amount

Contract # or IFB #: 10-1H4104

Description of Job: Repair Failed Areas & HMA Overlay. In Merced County Near Los Banos From Fresno County Line To 0.5 Mile South Of Route 5/152 Separation.

Job Breakdown:

Electronic Bidding Information

Bid Security Percentage: 10

Bid Security Maximum:

Owner Assigned Contractor Number:VC0000003985

Primary Agency:

M.B. McGowan & Associates Insurance Agency, Inc.
Power of Attorney Limited to: No Stated Limit
Executed

Entered By: Michael B. McGowan - 12/3/2018 3:33:06 PM ET

Approved & Executed By:

Michael B. McGowan

Michael B. McGowan (Signed: 03-Dec-2018 03:33 PM EST (UTC-05:00))
Signature Information

Know all men by these presents that Liberty Mutual Insurance Company, a Corporation duly organized under the laws of the State of Massachusetts, are held and firmly bound unto the above owner/obligee by this transmission. The surety agrees to waive the Statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.

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