

**SECTION 005213
AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 20____
by and between **City of Manteca**, hereinafter called the "City," and **Suarez and Munoz Construction, Inc.** hereinafter called the "Contractor."

W I T N E S S E T H:

Article 1. WORK

WHEREAS, the City has caused the contract documents to be prepared comprised of bidding and contract requirements and technical specifications and plans for the construction of the **Woodward Park Splash Pad – Phase II Restroom Relocation** as described therein, and

WHEREAS, the Contractor has offered to perform the proposed work in accordance with the terms of the contract documents for the sum of **\$697,000.00** subject to additions and deductions provided therein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work at the total bid and on the terms and conditions herein contained, and the City agrees to pay the Contractor as provided herein for the fulfillment of the work and the performance of the covenants set forth herein.

The further terms, conditions, and covenants of the Contract are set forth in the contract documents, each of which is by this reference made a part hereof.

Article 2. ENGINEER

The Project has been designed by the **Westwood Professional Services, Inc.** who is hereinafter called Engineer and who is to act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the contract documents in connection with completion of the Work in accordance with the contract documents.

Article 3. CONTRACT TIMES

3.1. **The Work shall be Substantially Complete within 120 Calendar Days and all remaining items and final completion of the contract work shall be Final Complete in 160 calendar days** from the date specified in the Notice to Proceed. All periods shall begin after the date when the contract times commence to run as provided in Section 2.03 of Section 007200 "The Standard General Conditions of the Construction Contract", and ready for final payment in accordance with Paragraph 14.07B of 007200 "The Standard General Conditions of the Construction Contract".

- 3.2. Liquidated Damages. The Owner and Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.1. above, plus any extensions thereof allowed in accordance with Article 12 of Section 007200 "The Standard General Conditions of the Construction Contract". They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the Owner **\$500** for each day that expires after the times specified in Paragraph 3.1 or any proper extension thereof granted by the Owner for **Substantial Completion** of the Work. If the Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Paragraph 3.1. for **Final Completion** and any proper extension thereof granted by the Owner, the Contractor shall pay the Owner **\$250** for each day that expires after the time specified in Paragraph 3.1. for **Final Completion** and readiness for final payment.

Article 4. PAYMENT PROCEDURES

The Contractor shall submit Applications for Payment in accordance with Article 14 of Section 007200 "The Standard General Conditions of the Construction Contract". Applications for Payment will be processed by Construction Manager as provided in the Standard General Conditions of the Construction Contract.

Article 5. INTEREST

Payment of interest shall be as provided in Section 007200 "The Standard General Conditions of the Construction Contract".

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the Owner to enter into this Agreement, the Contractor makes the following representations:

- 6.1. The Contractor has thoroughly examined and carefully studied the contract documents (including the Addenda listed in Paragraph 8.) and the other related data identified in the Bidding Documents including "technical data."
- 6.2. The Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 6.3. The Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 6.4. The Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as

provided in paragraph 4.02A of Section 007200 "The Standard General Conditions of the Construction Contract".

The Contractor accepts the determination of the extent of the "technical data" contained in such reports and drawings upon which the Contractor is entitled to rely as provided in Paragraph 4.02A of Section 007200 "The Standard General Conditions of the Construction Contract".

The Contractor acknowledges that such reports and drawings are not contract documents and may not be complete for the Contractor's purposes.

The Contractor acknowledges that the Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the contract documents with respect to Underground Facilities at or contiguous to the site.

The Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto.

The Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the contract times and in accordance with the other terms and conditions of the contract documents.

- 6.5. The Contractor is aware of the general nature of work to be performed by the Owner and others at the site that relates to the Work as indicated in the contract documents.
- 6.6. The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
- 6.7. The Contractor has given the Owner or Engineer written notice of all conflicts, errors, ambiguities or discrepancies in the contract documents and the written resolution thereof by Engineer through issued addendum or addenda is acceptable to the Contractor, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. When said conflicts, etc., have not been resolved through interpretation or clarification by the Owner, because of insufficient time or otherwise, The Contractor has included in the Bid the greater

quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost; and said greater cost is included in the Contract Price.

Article 7. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between the Owner and Contractor concerning the Work consist of the following:

- 7.1. This Agreement.
- 7.2. Exhibits to this Agreement.
- 7.3. Performance, Payment, and other Bonds.
- 7.4. Notice to Proceed.
- 7.5. Standard General Conditions of the Construction Contract.
- 7.6. Supplementary Conditions.
- 7.7. Specifications bearing the title **Woodward Park Splash Pad – Phase II Restroom Relocation** as listed in table of contents thereof.
- 7.8. Drawings bearing the title **Woodward Park Splash Pad – Phase II Restroom Relocation** consisting of a cover sheet and sheets as listed in table of contents thereof.
- 7.9. Addenda number 1, inclusive.
- 7.10. Bid Period Questions and Answers (Part of Addenda 1).
- 7.11. Contractor's Bid (pages 1 to 32, inclusive) marked **Exhibit A**.
- 7.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached thereto:
- 7.13. All written amendments and other documents amending, modifying or supplementing the contract documents pursuant to Paragraph 3.04 of Section 07200 “The Standard General Conditions of the Construction Contract”.

There are no contract documents other than those listed above in this Article 7. The contract documents may only be amended, modified or supplemented as provided in Paragraph 3.04 of Section 07200 “The Standard General Conditions of the Construction Contract”.

Article 8. MISCELLANEOUS

- 8.1. Terms used in this Agreement which are defined in Article 1 of Section 07200 “The Standard General Conditions of the Construction Contract” will have the meanings indicated in the Standard General Conditions of the Construction Contract.
- 8.2. No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.
- 8.3. The Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the contract documents.
- 8.4. Any provision or part of the contract documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The Owner and Contractor, who agree that the contract documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

WOODWARD PARK SPLASH PAD – PHASE II
RESTROOM RELOCATION – CIP # 24086

CITY OF MANTECA
BID SET

IN WITNESS WHEREOF, this agreement has been executed on this _____ day of _____, 20____.

Suarez & Munoz Construction, Inc
Name of Contractor

CITY OF MANTECA

Signature of Contractor

Toni Lundgren, City Manager

Title of Signator

ATTEST

2490 American Avenue, Hayward, CA 94575
Address

Cassandra Candini-Tilton, City Clerk

(510) 728-6065
Phone Number

Date

873996
Contractor’s License No.

COUNTERSIGNED:

Matthew Boring, Acting Finance Director

Date

COUNTERSIGNED:

Stephanie Van Steyn, Human Resources
Director

Date

APPROVED AS TO FORM

Daniella Green, Assistant City Attorney

Date

END OF SECTION

CITY OF MANTECA
BID SET

WOODWARD PARK SPLASH PAD – PHASE II
RESTROOM RELOCATION – CIP # 16004

**SECTION 004113
BID FORM**

DATE: 5/28/2025

1.00 ENTER INTO AGREEMENT

The undersigned, as bidder, declares that we have received and examined the Contract Documents entitled **Woodward Park Splash Pad – Phase II Restroom Relocation** and will contract with the City, on the form of Agreement provided herewith, to do everything required for the fulfillment of the Contract Document for the construction of the **Woodward Park Splash Pad – Phase II Restroom Relocation** at the prices and on the terms and conditions herein contained.

2.00 BIDDER ACCEPTS

Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for the period specified for Notice of Award after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

3.00 BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- a. Bidder has examined and carefully studied the Bidding Documents and the Addenda.

We acknowledge that the following addenda numbers have been received and have been examined as part of the Contract Documents.

<u>Addenda No.</u>	<u>Date Received</u>	<u>Initials</u>
<u>1</u>	<u>5/21/25</u>	<u>JPS</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

- b. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

- c. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- d. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Section 007300 "Supplementary Conditions" as provided in Section 07200 "Standard General Conditions of the Construction Contract" - Paragraph 4.02.A.

Bidder accepts the determination of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in Section 007200 "Standard General Conditions of the Construction Contract" - Paragraph 4.02.

Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes.

Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the site.

- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

- f. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- g. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

- h. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by Engineer as described in the Instructions to Bidders, because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

- i. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

WOODWARD PARK SPLASH PAD – PHASE II
RESTROOM RELOCATION – CIP # 16004CITY OF MANTECA
BID SET**4.00 BID PRICES**

Bidder will complete the Work in accordance with the Contract Documents for the following price(s) for:

BID SCHEDULE

WOODWARD PARK SPLASH PAD – PHASE II RESTROOM RELOCATION					
Bid Item	Description	Estimated Quantities	Unit	Unit Price	Extended Price
1	Woodward Park Splash Pad – Phase II Restroom Relocation	1	LS	\$ LS	\$ 572,000 –
2	Electrical trenching and conduit across basin (<i>all other electrical work to be included in item 1</i>)	1	LS	\$ LS	\$ 101,000 –
3	90 Day Maintenance	1	LS	\$ LS	\$ 6,000 –
BASE BID TOTAL					679,000 –

TOTAL BASE BID

Six Hundred seventy Nine Thousand Dollars
(use words)

(use words) (\$ 679,000)
(use figures)

In case of any discrepancy between unit prices and the total cost of an item, see Section 002113 – Instructions to Bidders, Article 14.00, paragraph 2.

The bid items listed above are intended to encompass all construction work as called out in the specifications and as shown on the plans. If an item is not specifically mentioned it shall be assumed to be included in the lump sum bid.

CITY OF MANTECA
BID SET

WOODWARD PARK SPLASH PAD – PHASE II
RESTROOM RELOCATION – CIP # 16004

5.00 ATTACHED DOCUMENTS

We agree that the following shall be attached hereto and made a part of this bid.

SECTION	TITLE
004313	Bid Guaranty Bond
004336	Proposed subcontractors
004513	Certification of Bidder's Experience and Qualifications
004519	Non-Collusion Affidavit
004519	Liability and Insurance Acknowledgement
004541	Department of Industrial Relations and SB 96 Compliance Affidavit
004551	Local Business Enterprise (Local Vendor) Preference
004561	Site Visit Affidavit
004571	Questionnaire

6.00 COMPLETION

We agree, if our bid is accepted and a Contract for Performance of the Work is entered into with the City, to so plan work and to prosecute it with such diligence that the work shall be completed within the time stipulated.

If our bid is accepted, we agree to sign the Agreement without qualifications and to furnish the performance and payment bonds and the required evidences of insurance within 15 calendar days after receiving written Notice of Award of the Contract.

Attached is a bid guaranty bond as required.

Suarez & Munoz Construction, Inc
Name of Bidder

WOODWARD PARK SPLASH PAD – PHASE II
RESTROOM RELOCATION – CIP # 16004

CITY OF MANTECA
BID SET

7.00 Contractor’s License and Address for Communications

The undersigned certifies that the undersigned holds California Contractor’s License, Class
A,B,C-8,C27, number 873996, expiration date 3/31/2026.

Suarez & Munoz Construction, Inc
Name of Bidder


Signature of Bidder

Secretary / Treasurer
Title of Signator

2490 American Ave.
Address of Bidder

Hayward

California
State of Incorporation

(510) 782-6065
Phone Number

(510)782-6078
FAX Number

SEE ATTACHMENT

Witness

Title of Witness

END OF SECTION

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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 ALAMEDA }

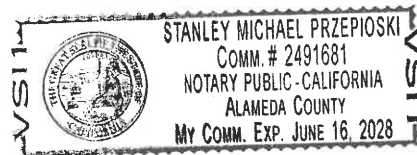
On MAY 29 2025 before me, Stanley Michael Przepioski, Notary
Public,

personally appeared John P. Suarez

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: _____ (Seal)

_____ OPTIONAL _____

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

Print: _____ Signature: _____



Suarez & Muñoz Construction, Inc.
General Engineering and Landscape Contractors
2490 American Ave. – Hayward, CA 94545-1155
Lic. No. 873996, Class A, B, C8, C27
(510) 782-6065
(510) 782-6078 FAX

**Certification by Secretary
Of Corporate Resolution**

At the meeting of Directors of Suarez & Munoz Construction, Inc., a corporation organized and existing under the laws of the State of California, duly called and held in accordance with the articles of incorporation and bylaws of the corporation at its office on September 22, 2015 at which a quorum of the directors was present, the following resolution was adopted to wit:

RESOLVED, that John P. Suarez, Secretary/Treasurer and/or Martin Munoz, President are hereby authorized to sign bids/contracts/agreements and bonds in the name of and on behalf of Suarez & Munoz Construction, Inc.


I, John P. Suarez, Secretary of Suarez & Munoz Construction, Inc., do hereby certify that I am the Secretary of said corporation and that the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted at the meeting held on September 22, 2015 and that said resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said corporation.

9/22/15
Date


Secretary

9-22-15
Date


President

(SEAL)

**SECTION 004313
BID GUARANTY BOND**
(To be submitted with bid)

The attached form shall be turned in with the bid as the Bid Guaranty Bond with the form signed and notarized by the surety. Alternately, the bidder may submit the following forms of bidder's security:

- a. Cash
- b. A cashier's check made payable to the City.
- c. A certified check made payable to the City.

If a bid guaranty bond is submitted on a form other than that provided herein, then the alternate bid guaranty bond must meet all the requirements of the form provided herein. If the alternate bid guaranty bond is not acceptable to the City, then the bid may be subject to rejection. The City shall be the sole judge as to whether the alternate bid guaranty bond form is acceptable.

WOODWARD PARK SPLASH PAD – PHASE II
RESTROOM RELOCATION – CIP # 24086CITY OF MANTECA
BID SET

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, Suarez and Munoz Construction, Inc. AS PRINCIPAL, AND The Ohio Casualty Insurance Company AS SURETY, are held and firmly bound unto the City of Manteca in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Manteca for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Manteca to which said bid was submitted, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, in no case shall the liability of the surety hereunder exceed the sum of \$ 10% of the total amount bid


THE CONDITION OF THIS OBLIGATION IS SUCH

THAT WHEREAS, the Principal has submitted the above-mentioned bid to the City of Manteca, aforesaid, for certain construction specifically described as follows, for which bids are to be opened at City of Manteca.

FOR: WOODWARD PARK SPLASH PAD – PHASE II RESTROOM RELOCATION

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented for signature, the Principal enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City of Manteca, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, and provide certificate of insurance coverage required by the contract documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect, and the surety shall pay said penal sum of City of Manteca on demand.

IN WITNESS WHEREOF, we have hereunto set our hand on this 27th day of May, 2025.

John P. Suarez

Title of Signator _____ (seal)
Secretary / Treasurer

Signature of Principal

2490 American Ave., Hayward, CA 94545

Address:

Brad Bahl, Attorney-in-Fact

Title of Signator _____ (seal)

Signature of Surety

Best Rating: AM Best A+ Excellent
1340 Treat Blvd. Ste 400, Walnut Creek, CA 94597

Address:

Note: Signatures of those executing for the surety must be properly acknowledged.

END OF SECTION

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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 ALAMEDA }

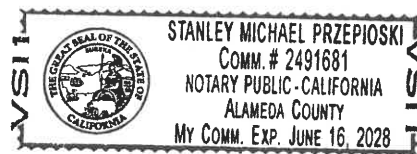
On **MAY 28 2025** before me, Stanley Michael Przepioski, Notary
Public,

personally appeared John P. Suarez

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] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Bid Bond Number of Pages:

Document Date: Other:

Print: Signature:

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

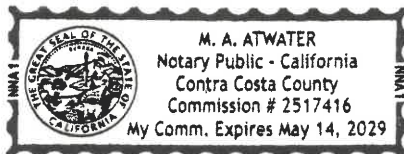
State of California

County of Contra Costa

On 5-27-2025 before me, M.A. Atwater, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Brad Bahl
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 M. A. Atwater
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206758-971892

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brad Bahl; Dennis A. Sewell; Gordon J. Fischer; Sam Totah

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of November, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of May, 2025.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

The Ohio Casualty Insurance Company

of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Automobile and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*



Dave Jones
Insurance Commissioner

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



ADDENDUM NO. 1

PUBLIC WORKS DEPARTMENT – PARK PLANNING AND DEVELOPMENT

245 North Union Road
Manteca, CA 95337
Phone – (209)-456-8636

RE:	WOODWARD PARK SPLASH PAD – PHASE II RESTROOM RELOCATION
-----	--

DATE: 5/21/2025

ATTN: Prospective Bidders

PROJECT ADDRESS: 710 East Woodward Avenue, Manteca, CA 95337

CIP No.: 24086

Bid Date/Time: May 29, 2025 at 3:00 pm

This addendum forms part of the Contract Documents and modifies the original Plans and Specifications. Bidders shall acknowledge receipt of this Addendum by signing the attached acknowledgement and including the Acknowledgement in their bid form (Section 004113-page 1). Failure to include the Acknowledgement with their bid *may* subject the bidder to disqualification.

REVISIONS TO DOCUMENTS:

The following changes, deletions, and additions shall be made to the following documents, as noted, and shall take precedence over the original Contract Documents. All other requirements remain the same.

ITEM	SHEET NO./SPECIFICATION NO.	DESCRIPTION
1.01	Table of Contents	<p><i>Revised Table of Contents:</i> General Description: - Additional of Attachment</p> <p><i>Appendix:</i> Attachment 2 – Geotechnical Engineering Investigation Report (Attachment 4 to this addendum)</p>
1.02	Section 001116 – Invitation to Bid	<p><i>Revised Specifications Section 001116 Invitation to Bid:</i> General description – Removal of Mandatory making the Pre-Bid Meeting Non-Mandatory, addition of another Pre-Bid Meeting on Friday 3/23 at 3pm, clarification of meeting location, revision to due date of questions.</p> <p><i>Delete:</i> Page 1 and 2</p> <p><i>Replace With (Attachment 1)</i> Revised Page 1 and 2 of Section 001116 – Invitation to Bid</p>

1.03	Section 004113 – Bid Form	<p><i>Revised Specifications Section 004113 – Bid Form:</i> General description – Revised bid form to include a line item for the trenching and conduit across the basin</p> <p><i>Delete:</i> Page 4</p> <p><i>Replace With (Attachment 2):</i> Revised Page 4 of Section 004113 – Bid Form</p>
1.04	Plans	<p><i>Revised Construction Plans :</i> General description – Revised wall footing on sheet C1.1 and Detail 4 on Sheet L7.1</p> <p><i>Delete:</i> Sheet C1.1 and L7.1</p> <p><i>Replace With (Attachment 3):</i> Revised Sheet C1.1 and L7.1</p>

ATTACHMENTS:

Attachment 1 – Section 001116 – Invitation to bid – Page 1 and 2

Attachment 2 – Section 004113 – Bid Form – Page 4

Attachment 3 – Plans – Sheet C1.1 and L7.1

Attachment 4 – Appendix – Attachment 2 – Geotechnical Engineering Investigation Report

QUESTIONS/RESPONSES:

1. **QUESTION:** I would like to request a copy of the sign-in sheet for the mandatory job walk held 5/19/25?

RESPONSE: See attachment 1

2. **QUESTION:** Per exhibit 1 for the insurance requirements for the project requires general liability insurance in the amount of 5,000,000 / occurrence and 10,000,000 / aggregate and Auto policy of a 5,000,000 limit / occurrence, these limits are excessive, please advise.

RESPONSE: Insurance limits for Construction Projects are a City Requirement. Please ensure all insurance requirements can be met.

Copy to: File

Signed:



Michael Rosales,
Park Planning and Development Manager
mrosales@manteca.gov

(To be submitted with bid)

**SECTION 004513
CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**

1.00 QUALIFICATIONS

By signing in the area indicated below, the Bidder acknowledges and certifies the following:

- A. The Bidder – at the time of bidding, award, and throughout the period of the contract – shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the contract documents. In accordance with Public Contract Code Section 20103.5, any Bidder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board.
- B. The Bidder is skilled and regularly engaged in the general class and type of work called for in the contract documents.
- C. The Bidder is competent, knowledgeable, and has special skills required for the nature, extent, and inherent conditions of the work to be performed.
- D. The Bidder acknowledges that there may be certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.
- E. The Bidder shall retain specialized Subcontractors whose experience and qualifications meet the requirements specified herein. Proposed Subcontractors shall be listed in Section 004336 "Proposed Subcontractors". Documentation of specialized subcontractors' experience and qualifications shall be submitted by the Bidder with completed bid documents.

2.00 CONTRACTOR EXPERIENCE AND QUALIFICATION REQUIREMENTS

(To be submitted with bid)

General Contracting and Site Development Construction Experience – Demolition, Site Preparation, Grading and Utilities, Concrete, Electrical, Masonry, Steel Fabrication, Asphalt, Mechanical, Fencing, Site Furnishing Installation and Experience. As such, successful completion of this type of work and specifically site development projects on

WOODWARD PARK SPLASH PAD – PHASE II
RESTROOM RELOCATION – CIP # 24086

CITY OF MANTECA
BID SET

time, within budget, and within the parameters of quality, requires prior experience working on site developments and related components.

1. Contractor or Subcontractor Name: Suarez & Munoz Construction, Inc
 Project Name: Willow Oaks and Burges Parks Improvements Projects
 Owner: City of Menlo Park
 Equipment and Piping: Yes
 Construction Cost: \$4,980,020
 Construction Change Orders, number/total dollars: \$183,645
 Owner' Representative: Holani Vaka
 Owner's Telephone No.: (650) 330-6753
 Date of Substantial Completion: 9/1/2023

2. Contractor or Subcontractor Name: Suarez & Munoz Construction, Inc
 Project Name: Legacy Fields Sports Complex
 Owner: City of Tracy
 Equipment and Piping: Yes
 Construction Cost: \$17,382,861.91
 Construction Change Orders, number/total dollars: \$2,125,661.91 (Please note these are changes requested by the city)
 Owner' Representative: Leisser Mazariegos
 Owner's Telephone No.: (209) 617-4033
 Date of Substantial Completion: 9/15/2023

3. Contractor or Subcontractor Name: Suarez & Munoz Construction, Inc
 Project Name: Ashland Commons
 Owner: Trust for Public Land
 Equipment and Piping: Yes
 Construction Cost: \$5,375,899
 Construction Change Orders, number/total dollars: \$214,899
 Owner' Representative: Kira Maritano
 Owner's Telephone No.: (831) 419-7796
 Date of Substantial Completion: 9/1/2024

CITY OF MANTECA
BID SET

WOODWARD PARK SPLASH PAD – PHASE II
RESTROOM RELOCATION – CIP # 24086

May 28th,
Signed this day of , 2025 .



Signature of Bidder

Suarez & Munoz Construction, Inc

Name of Bidder

Secretary / Treasurer

873996

Title of Signator

Contractor's License No.

3/31/2026

Expiration Date

END OF SECTION

CITY OF MANTECA
BID SET

WOODWARD PARK SPLASH PAD – PHASE II
RESTROOM RELOCATION -CIP # 24086

**SECTION 004519
NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

State of California)
) ss.
County of Alameda)

John P. Suarez, being first duly sworn, deposes and say that he or she is of Suarez & Munoz Construction, 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, business entity, business combination, 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

Suarez & Munoz Construction, Inc
Name of Bidder

Secretary / Treasurer

Title

5/28/2025

Date

Subscribed and sworn to before me this
_____ day of _____, 20____.

Signature of Notary Public in and for
the County of _____,
State of California.

END OF SECTION

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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 ALAMEDA }

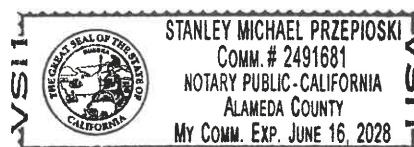
On MAY 28 2025 before me, Stanley Michael Przepioski, Notary
Public,

personally appeared John P. Suarez

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: _____ (Seal)

_____ OPTIONAL _____

Description of Attached Document

Title or Type of Document: Non Collusion Number of Pages: _____

Document Date: _____ Other: _____

Print: _____ Signature: _____

**SECTION 004521
LIABILITY AND INSURANCE REQUIREMENTS**

1.00 INDEMNIFICATION

The Contractor shall indemnify, hold harmless and assume the defense of the City, the Engineer, the Construction Manager and their elected officials, officers, agents, employees and representatives from all damages, costs, or expenses in law or equity, including attorney's fees, that may at any time arise to cause damages to property, or of personal injury received by reason of or in the course of performing work, which may be occasioned by any willful or negligent act or omission of the Contractor, any of the Contractor's employees, or any of its subcontractors arising out of work under this Contract.

Approval of any insurance contracts by the City does not relieve the Contractor or subcontractors from liability, and the Contractor shall be responsible for payment of all amounts it is obligated to pay under this section, which have not been paid by such insurance contracts. The City shall not be liable for any accident, loss, or damage to the work prior to its completion and acceptance.

2.00 INSURANCE REQUIREMENTS

After award of Contract, the Contractor shall promptly obtain, at its own expense, all the insurance required in the Appendix under Attachment 1 – Exhibit 1 Insurance Requirements for Construction Contracts, and shall submit coverage verification for review and approval by the City prior to execution of the Contract.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the City. The Contractor shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by the Contractor. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof.

The Notice to Proceed does not relieve the Contractor of the duty to maintain such insurance as required by the project documents.

WOODWARD PARK SPLASH PAD – PHASE II
RESTROOM RELOCATION – CIP # 24086

CITY OF MANTECA
BID SET

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CITY OF MANTECA
BID SET

WOODWARD PARK SPLASH PAD – PHASE II
RESTROOM RELOCATION – CIP # 24086

INSURANCE ACKNOWLEDGMENT

(To be submitted with bid)

I have reviewed the City of Manteca's insurance requirements and I am aware of the types and amounts of insurance coverages that are required. I am also aware that my insurance company is required to use the Certificate of Insurance Form, and General Liability Special Endorsement, Automobile Liability Special Endorsement, and Workers' Compensation and Employer's Liability Special Endorsement Forms, provided herein. I have reviewed the City of Manteca's insurance requirements with my insurance carrier and I will be able to provide the required insurance coverages on the specified forms if awarded this project.

Bidder's Signature



Date

5/28/2025

END OF SECTION

CITY OF MANTECA
BID SET

WOOWARD PARK SPLASH PAD – PHASE II
RESTROOM RELOCATION – CIP # 24086

**SECTION 004541
DEPARTMENT OF INDUSTRIAL RELATIONS AND SB 96 COMPLIANCE AFFIDAVIT**

- No contractor or subcontractor may be listed on a bid proposal for a public works project or be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771]. NOTE: *This section does not apply to public works performed of \$25,000 or less comprised of construction, alteration, demolition, installation, or repairs, or of \$15,000 or less comprised of maintenance.* Pursuant to Public Contract Code section 4104, bidders must provide the DIR registration numbers for all subcontractors listed in a bid for a project.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.


In accordance with California Labor Code as amended through Senate Bill SB96, prior to commencement of the Contract, all Contractors are required to register, and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). For information regarding registration, please go to:

<http://www.dir.ca.gov/>

I, the Bidder, certify that:

"I am aware of the provisions of Senate Bill SB96 and subsequent DIR regulations, which require Contractors/Vendors to comply with all labor compliance requirements including but not limited to prevailing wage requirements, Labor Code sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, 1815, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, Public Contract Code section 4104, and other requirements described in the DIR website. I will comply with such provisions before commencing the performance of the work of this contract, and maintain compliance throughout the completion of said contract."

Project: **WOODWARD PARK SPLASH PAD – PHASE II RESTROOM RELOCATION**

 _____ Signature	_____ Suarez & Munoz Construction, Inc Business Name
_____ John P. Suarez Print Name	_____ 873996 CSLB License #
_____ Secretary / Treasurer Title	_____ 1000004125 Public Works Contractor (PWC) Registration #
_____ John@suarezmunoz.com E-mail	_____ Laborer, Cement Mason, and Operators Labor Classification(s)
_____ 5/28/2025 Date	_____ Labor Classifications(s), continued

END OF SECTION

SECTION 004551

CITY OF MANTECA LOCAL BUSINESS ENTERPRISE (LOCAL VENDOR) PREFERENCE

1.00 RECITALS

1. Whereas it is the responsibility of the City to assure that all competitive bids for services, supplies and projects, as well as all professional services, are comprehensively reviewed and evaluated by City staff to ensure the best quality of work is received for the least amount of taxpayer money; and
2. Whereas the City is desirous of providing a preference for local business enterprises (vendors), in an attempt to keep as many local jobs as local as possible, and
3. Whereas the City hopes to balance this preference with assuring the public that the best enterprise/vendor is selected for each and every City contract.

2.00 POLICY

Definition of “Local Business Enterprise (LBE):” A business enterprise, including but not limited to a sole proprietorship, partnership or corporation, which has a legitimate business presence in the incorporated City limits of the City of Manteca. Evidence of legitimate presence in Manteca shall include:

- A. Having a current Manteca business license; and
- B. Having either of the following types of offices operating legally within the City of Manteca:
 1. The contractor’s principal office; or
 2. The contractor’s regional, branch or satellite office with at least one full-time employee located in the corporate boundaries of the City of Manteca. A post office box address alone does not constitute a “Local Business Enterprise.”

Public, Competitive Bids:

If two or more bids received from responsible bidders are for the same total amount or unit price – quality and service being equal – preference shall be given to the LBE.

In the event two or more bids are received and they are not for the same total amount or unit price, and a bid submitted by a qualified LBE is within 5% (total net cost) of the lowest bid or quote, the LBE may be deemed to be the lowest bidder if the LBE agrees, in writing within one business day, to reduce its bid to match the bid or quote of the lowest bidder, providing that the City determines the LBE to be a responsible bidder.

Professional Services:

For professional services not requiring formal bids or quotations, vendor selection is based primarily on qualifications, project understanding and schedule, with cost a secondary concern. Nonetheless, a proposal submitted by a qualified LBE will be taken into account in reaching a final consultant selection decision. A qualified LBE will be provided 5 points out of 100 in scoring the proposals.

CITY OF MANTECA
BID SET

WOODWARD PARK SPLASH PAD – PHASE II
RESTROOM RELOCATION – CIP #24086

LOCAL BUSINESS ENTERPRISE

(To be submitted with bid)

Are you a local business enterprise according to this policy?

Yes _____ No X

If the answer is yes, complete the following:

City of Manteca Business License Number: _____

Address of local office with at least one full-time employee:

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

Bidders Name: Suarez & Munoz Construction, Inc Date: 5/28/2025

Bidders Signature: _____

Authorized Agent

END OF SECTION

CITY OF MANTECA
BID SET

WOODWARD PARK SPLASH PAD – PHASE II
RESTROOM RELOCATION – CIP # 24086

**SECTION 004561
SITE VISIT AFFIDAVIT**
(To be submitted with bid)

NAME OF PROJECT: **WOODWARD PARK SPLASH PAD – PHASE II RESTROOM RELOCATION**

State of California

County of Alameda

John P. Suarez- Secretary / Treasurer, being first duly sworn, deposes
(Printed Name of Contractor's Authorized Representative)

he or she is

Ricky Munoz of Suarez & Munoz Construction, Inc,
(Title of Representative) (Bidder's Name)

the party making the bid, has visited the Site of the Work as described in the Contract Documents and has examined and familiarized themselves with the existing conditions, as well as all other conditions relating to the construction which will be performed. The submitting of a bid shall be considered an acknowledgement on the part of the Bidder of familiarity with conditions at the site of Work. The Bidder further acknowledges that the site examination has provided adequate and sufficient information related to existing conditions which may affect cost, progress or performance of the Work.

Signed this day of 5/28, 2025.


Authorized Signature

END OF SECTION

CITY OF MANTECA
BID SET

WOODWARD PARK SPLASH PAD – PHASE II
RESTROOM RELOCATION – CIP # 24086

**SECTION 004571
QUESTIONNAIRE**
(To be submitted with bid)

In accordance with Government Code Section 14310.5, the bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

1. 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 the law or a safety regulation?	YES____ NO <u>X</u>
2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?	YES____ NO <u>X</u>
3. Within the last five years, has a surety firm completed a contract on your firms behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?	YES____ NO <u>X</u>
4. At the time of submitting this questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a contractor on a public works contract, pursuant to either California Labor Code Section 1777.1 (prevailing wage violations) or Labor Code Section 1777.7 (apprenticeship violations)?	YES____ NO <u>X</u>
5. At any time in the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government/public construction project, or the bidding or performance of a government/public contract?	YES____ NO <u>X</u>
6. Within the last five years, has your firm been assessed liquidated damages on any public contract?	YES____ NO <u>X</u>
7. Within the last three years has your firm or representatives been debarred from bidding on, or completing any public works construction contract for any reason?	YES____ NO <u>X</u>

WOODWARD PARK SPLASH PAD – PHASE II
RESTROOM RELOCATION – CIP # 24086

CITY OF MANTECA
BID SET

8. Has CAL OSHA assessed penalties against your firm for any serious or willful violation occurring on a construction project at anytime in the last three years?	YES___ NO <u>X</u>
9. In the past three years, have civil penalties or Notice of Complaint (letter of warning) been issued or assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements by the California Division of Apprenticeship Standards (DAS)?	YES___ NO <u>X</u>
10. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements?	YES___ NO <u>X</u>
11. Has your firm been assessed penalties for violation of public works prevailing wage requirements by the DLSE (Labor Commissioner)?	YES___ NO <u>X</u>
12. Does your firm have any pending complaints or investigations by a regulatory authority?	YES___ NO <u>X</u>

I, the undersigned, certify and declare that I have read and understood the questionnaire. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date 5/28/2025

Signature



END OF SECTION