

# **CITY OF LAFAYETTE**

**3675 Mt. Diablo Boulevard, Suite 210**

**(925) 284-1951**

**www.ci.lafayette.ca.us/gov**



## **NOTICE TO CONTRACTORS BID PROPOSAL CONTRACT AGREEMENT CONTRACT SPECIAL PROVISIONS**

**FOR**

## **2013 SURFACE SEAL PROJECT**

**City Project No. 014-9695**

**Bid Opening Date**

**Thursday, April 25, 2013, 2:00 p.m.**

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## NOTICE TO CONTRACTORS

Sealed proposals will be accepted at the office of the City Clerk, 3675 Mt. Diablo Boulevard, Suite 210, Lafayette, California until 2:00 P.M., Thursday, April 25<sup>th</sup>, 2013, at which time they will be publicly opened and read, for: Construction of **2013 Surface Seal Project, Project No. 014-9695**, including, but not limited to: mobilization; traffic control and construction signage; clearing and grubbing including tree trimming; traffic striping, marking and marker removal, removal and replacement of concrete curb, gutter, sidewalk, driveway; construction of asphalt concrete pavement repairs, crack seal, rubberized chip seal, slurry seal, micro-surfacing, traffic stripes, markers, and markings; and all other work as shown on the plans and as described in the specifications to provide a complete project.

The Engineer's cost estimate for is **\$580,000**.

Contract documents, including the plans and specifications, may be obtained at the City of Lafayette Engineering Services Division. The cost of bid documents is \$10 per set. The cost of mailing is an additional \$7. A link to electronic bid documents may be obtained free of charge by contacting the Engineering Department at (925)284-1951.

This project shall be constructed in accordance with the September 2002 edition of the City of Lafayette Standard Specifications, which may be obtained at the City of Lafayette Engineering Services Division. The cost of the Standard Specifications is \$15 per set. The cost of mailing is an additional \$7. If you already have the Standard Specifications (dated September 2002), you do not need to purchase a new copy.

Bids shall be submitted in a sealed envelope titled "**Proposal: 2013 Surface Seal Project, Project No. 014-9695**".

The Contractor shall possess a Class "A" license at the time this contract is awarded.

Bidder's attention is directed to requirements in Sections 2 and 3 of the Standard Specifications General Provisions.

All bids shall be accompanied by a cashier's or certified check, or a bidder's bond executed by a corporate surety insurer. The bidder's guarantee shall be in the amount equal to at least ten (10) percent of the total bid and shall be made payable to the City of Lafayette. The successful bidder shall furnish a payment bond and a performance bond.

The Owner reserves the right to waive any informalities or to reject any or all bids.

The City Council has ascertained the General Prevailing Rates of Wages applicable to this work, and these rates are on file in the office of the City of Lafayette Engineering Services Division.

Time of completion allowed for this project will be **Forty (40) working days**. Bidder's attention is directed to the schedule stated in Section SP-8 of the Special Provisions.

Questions regarding the project plans or specifications may be directed to Matt Luttropp, City Engineer's Office, (925) 299-3247.

The plan holders list, as well as the City Standard Specifications, the Project Special Provisions and the General Prevailing Rates of Wages applicable to this work may be downloaded free of charge from the City of Lafayette web page at <http://www.ci.lafayette.ca.us> (click on Capital Improvements under the Quick Links sidebar on the homepage). Or you may contact the Engineering Department at (925) 284-1951.

CITY OF LAFAYETTE

Date: 3/20/2012

By: /s/  
Tony Coe, City Engineer

**CITY OF LAFAYETTE  
CALIFORNIA  
BID PROPOSAL  
2013 SURFACE SEAL PROJECT  
PROJECT NO. 014-9695**

TO THE CITY COUNCIL OF THE CITY OF LAFAYETTE:

In compliance with the annexed notice inviting sealed proposals, the undersigned bidder hereby proposes and agrees to perform the work therein described and to furnish all labor, materials and equipment necessary therefor, in accordance with the Plans and Specifications therefor, and further agrees to enter into a contract therefor, at the following prices:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
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(SEE ATTACHED BID SCHEDULE)

- NOTES:
- All unit prices shall be considered the prices for providing a complete, in-place facility.
  - In the event of a discrepancy between the unit price and item total on the bid Schedule, the unit price shall be used.

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Bidder acknowledges the receipt of the following addenda to the drawings and specifications.

<u>Addendum No.</u>	<u>Date</u>	<u>Addendum No.</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	_____	_____

o o o

**2013 SURFACE SEAL PROJECT  
PROJECT NUMBER 014-9695**

**BID SCHEDULE**

**BASE BID**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization (SP-12)	1	LS		
2	Project Identification and Information Signs (SP-12)	1	LS		
3	Construction Area Signs (SP-13)	1	LS		
4	Traffic Controll (SP-14)	1	LS		
5	Clearing and Grubbing, Tree Trimming, and Tree Protection (SP-16)	1	LS		
6	Remove and Replace Concrete Curb and Gutter (SP-25)	66	LF		
7	Remove and Repalce Concrete Driveway or Sidewalk (SP-25)	235	SF		
8	Install Traffic Signal Loop (SP-28)	6	EA		
9	Pavement Repair (6-Inch) (SP-19)	17631	SF		
10	Skin Patch (SP-19)	9350	SF		
11	Crack Seal (SP-20)	1	LS		
12	Slurry Seal (SP-21)	58470	SY		
13	Rubberized Chip Seal (SP-24)	45250	SY		
14	Remove Existing Pavement Markers and Thermoplastic Stripes and Legends (SP-17)	1	LS		
15	Temporary Pavement Delineation (SP-26)	1	LS		
16	Install Thermoplastic Legends and Markings (SP-27)	1448	SF		
17	Install 4" Thermoplastic Stripe (White or Yellow) (SP-27)	2082	LF		
18	Install 12" Thermoplastic Stripe (White or Yellow) (SP-27)	1668	LF		
19	Install Detail 4 (Single Yellow Bots Dots with Reflectors) (SP-27)	1380	LF		
20	Install Detail 23 (Double Yellow Centerline) (SP-27)	8415	LF		
21	Install Detail 27B (4" Thermoplastic White Stripe) (SP-27)	2800	LF		
22	Install Detail 38 (8" Channelizing Thermoplastic Stripe with Reflectors) (SP-27)	147	LF		
23	Install Two-Way Reflective Pavement Markers (Blue) (SP-27)	8	EA		
24	Paint Curb Red (SP-27)	170	LF		
	<b>TOTAL</b>				

(F) Denotes Final Pay Quantity per Section 9-1.015 of the State Specifications

**BID ALTERNATE ITEMS**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
12A	Type II Micro-Surfacing (SP-22)	58470	SY		

(F) Denotes Final Pay Quantity per Section 9-1.015 of the State Specifications

Contract Proposal

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**Attention Bidders:**

Bidders shall complete both the "Base Bid" and "Alternate Bid" in order to submit a responsive bid. The contract will be awarded on the basis of the lowest responsible bid for the Base Bid. The City will determine and reserves the right and discretion after the Bid Opening whether to include Alternate Bid item(s) per bid prices submitted by the contractor selected. The contractor shall honor said bid prices. The contractor will be advised of the addition at the pre-construction meeting.

Bidder agrees that in case of default in executing and returning the required contract and bonds within ten (10) calendar days after having received the contract, proceeds of the guarantee accompanying his bid will become the property of the City of Lafayette.

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In conformance with Subsection 2-13 "Listing of Proposed Subcontractors" of the Standard Specifications, the name and location of the place of business of each subcontractor is as follows:

	<u>NAME</u>	<u>ADDRESS</u>	<u>WORK TO BE PERFORMED</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

o o o

Bidder certifies that he is licensed in accordance with an act providing for the registration of Contractors as follows:

License No. \_\_\_\_\_ Class \_\_\_\_\_

o o o

Bidder certifies that he has not, nor have any of his or its agents, officers, representatives, or employees, been guilty of collusion with any officer or representative of the City of Lafayette or with any other party or parties in the submission of this Proposal; nor has said bidder received any preferential treatment by any officer or employee of the City of Lafayette in the matter of making or submitting this proposal. The undersigned declares under penalty of perjury that the foregoing is true and correct.

o o o

Bidder certifies that there will be no discrimination in employment with regard to race, color, religion, sex, sexual orientation, or national origin; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with and that the principle of equal opportunity

*Contract Proposal*

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in employment will be demonstrated positively and aggressively.

All bidders that have not had a contract with the City of Lafayette during the past three (3) years shall list below previous jobs that they have successfully completed and shall also show the amount of the contract therefor.

Name and Address of Agency or Individual for Whom Work was Done	Phone Number	Date Completed	Contract Price
1.			
2.			
3.			
4.			
5.			
6.			



**NONCOLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.  
*Title Firm*

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, at  
*Date*

\_\_\_\_\_, \_\_\_\_\_.  
*City State*

By: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
*Printed or Typed*

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

Title: \_\_\_\_\_

**PROPOSAL GUARANTEE**

**BID BOND**

**2013 SURFACE SEAL PROJECT  
PROJECT NO. 014-9695**

KNOW ALL PERSONS BY THESE PRESENTS that \_\_\_\_\_, as BIDDER, and \_\_\_\_\_, as SURETY, are held and firmly bound unto City of Lafayette, as Owner, in the penal sum of \_\_\_\_\_ dollars (\$) which is ten percent of the total amount bid by BIDDER to Owner for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to Owner for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of Owner.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_ day of \_\_\_\_\_, 2013.

BIDDER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to this \_\_\_\_ day of \_\_\_\_\_, 2013.

NOTARY PUBLIC \_\_\_\_\_

**PROPOSAL SIGNATURE SHEET**

The completed proposal submitted herewith includes all sheets numbered "P-1 through P-7" at the bottom. The following required attachments have been executed and are included:

- a. Bid Proposal (with Addenda acknowledgement)
- b. Bid Schedule
- c. Noncollusion Declaration
- d. Proposal Guarantee "Bid Bond" with Notarized Signatures
- e. Proposal Signature Sheet

Legal Name of Firm: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_

Type of Organization: ( ) Individual ( ) Partnership ( ) Corporation

Joint Venture Proposal?: ( ) Yes ( ) No

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

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

For a partnership, name all co-partners below,  
For a corporation, name president, secretary, treasurer and manager.

NAME	TITLE
_____	_____
_____	_____
_____	_____
_____	_____

Corporate Seal:

**CITY OF LAFAYETTE**  
**CONTRACT AGREEMENT**  
**FOR**  
**CONSTRUCTION**

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, 2013, by and between the CITY OF LAFAYETTE ("City") and \_\_\_\_\_ ("Contractor").

RECITALS

- A. City desires to retain the services of Contractor to provide services for Construction of **2013 Surface Seal Project, Project No. 014-9695**, including, but not limited to: mobilization; traffic control and construction signage; clearing and grubbing including tree trimming; traffic striping, marking and marker removal, removal and replacement of concrete curb, gutter, sidewalk, and driveway; construction of asphalt concrete pavement repairs, crack seal, rubberized chip seal, slurry seal, micro-surfacing, traffic stripes, markers, and markings; and all other work as shown on the plans and as described in the specifications to provide a complete project.
- B. Contractor has represented to City that it has the expertise, experience and qualifications to perform the services described in Paragraph A, above, and those services which are more fully described below.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, City and Contractor agree as follow:

- 1. Contract Documents. The contract documents for the aforesaid project shall consist of the Notice to Contractors, Bid Proposal, General Provisions, Technical Provisions, Special Provisions including appendices, Design Drawings, and all referenced specifications, details, standard drawings, and their appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.
- 2. Services. For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents. Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
- 3. Employment by City. City hereby promises and agrees to employ, and does hereby employ, Contractor to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.



Contract Agreement

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13. Claims Procedure. In the event of a dispute between the parties regarding a) a time extension demand, b) payment arising for work performed by or on behalf of the contractor which is not otherwise expressly provided for, or c) an amount the payment of which is disputed by the City, the procedure in Section 10 of the City of Lafayette Standard Specifications shall be used.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this \_\_\_\_ day of \_\_\_\_\_ 2013.

Contractor: \_\_\_\_\_  
<Type Business Name Here>

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor's License No. \_\_\_\_\_

Agency Business License No. \_\_\_\_\_

Federal Tax Identification No. \_\_\_\_\_

Subscribed and sworn to this \_\_\_\_ day of \_\_\_\_\_ 2013.

Notary Public \_\_\_\_\_

Agency: \_\_\_\_\_  
City Manager of the City of Lafayette

Attested: \_\_\_\_\_  
City Clerk of the City of Lafayette

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

**PAYMENT BOND**

**(TO BE EXECUTED WITHIN TEN [10] CALENDAR DAYS OF CONTRACT AWARD)**

WHEREAS, the City of Lafayette (Owner) has awarded to \_\_\_\_\_, as Contractor, a contract for the work described as follows: Construction of **2013 Surface Seal Project, Project No. 014-9695**, including, but not limited to: mobilization; traffic control and construction signage; clearing and grubbing including tree trimming; traffic striping, marking and marker removal, removal and replacement of concrete curb, gutter, sidewalk, and driveway; construction of asphalt concrete pavement repairs, crack seal, rubberized chip seal, slurry seal, micro-surfacing, traffic stripes, markers, and markings; and all other work as shown on the plans and as described in the specifications to provide a complete project.

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

NOW, THEREFORE, we, the undersigned Contractor and surety, are held firmly bound unto the Owner in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if said Contractor, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3282, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in any amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the Owner in an amount to be fixed by the court.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2013.

CONTRACTOR: _____	SURETY _____
Print Name: _____	NAME _____
Title: _____	ADDRESS _____
	TELEPHONE _____

**PERFORMANCE BOND**

**(TO BE EXECUTED WITHIN TEN [10] CALENDAR DAYS OF CONTRACT AWARD)**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Lafayette (Owner) has awarded to \_\_\_\_\_, as Contractor, a contract for the work described as follows: Construction of **2013 Surface Seal Project, Project No. 014-9695**, including, but not limited to: mobilization; traffic control and construction signage; clearing and grubbing including tree trimming; traffic striping, marking and marker removal, removal and replacement of concrete curb, gutter, sidewalk, and driveway; construction of asphalt concrete pavement repairs, crack seal, rubberized chip seal, slurry seal, micro-surfacing, traffic stripes, markers, and markings; and all other work as shown on the plans and as described in the specifications to provide a complete project.

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

NOW, THEREFORE, we, the undersigned Contractor and surety, are held firmly bound unto the Owner in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), to be paid to the Owner, its successors and assigns, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if said Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in the foregoing contract and any alteration thereof made as therein provided on its or their part to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Owner, its officers, and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the Owner in an amount to be fixed by the court. Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract, and of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract, and of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said surety does hereby waive notice of any such amendment, change extension of time, alteration, or addition to said contract, and of any feature or item or items of performance required therein or thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2013.

CONTRACTOR: _____	SURETY _____
Print Name: _____	NAME _____
Title: _____	ADDRESS _____
	TELEPHONE _____