

SECTION 2 BID PROPOSAL REQUIREMENTS

2-1 BID PROPOSAL FORMS - The City will furnish to each Bidder a Proposal Form, which, when filled out and executed may be submitted as a bid. Bids not presented on forms so furnished will be disregarded. The Proposal Form, bound together with the Contract Proposal Packet, must remain intact in its entirety.

If applicable, the proposal shall set forth for each Contract item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided, and shall be signed by the bidder, who shall fill out all blanks in the proposal form as required. No mention shall be made of Sales Tax or Use Tax, as all prices submitted will be considered as including such tax.

All forms contained in the proposal packet shall be completed and the proposal submitted in accordance with the instructions contained therein and with the requirements of this section. Exceptions are those marked (Forms) included as illustrations.

The Financial Statement, when required by the Contract Special Provisions of the apparent low bidder, shall be submitted to the City within three (3) calendar days following the bid opening.

The Proposal Packet shall be submitted as directed in the Notice to Contractors under sealed cover plainly marked as a "Proposal", and identifying the project to which the proposal relates and the date of the bid opening therefor. Proposals, which are not properly marked, may be disregarded.

In submitting the Bid Proposal the Contractor warrants that there has been no collusion and that he has not been influenced by any oral statement or promise of the Engineer, but only by the Contract Documents.

The Bid Proposal shall be signed by the Contractor's legal representative as indicated on the Bid Proposal Form. If the proposal is made by an individual, it shall be signed and his full name and his address shall be given; if it is made by a partnership, it shall be signed with the co-partnership name by a member of the firm, who shall sign his own name and provide the name and address of each member; and if it is by a corporation, the proposal shall show the name of the corporation and the State under the laws of which the corporation was chartered. When the proposal is signed by the duly authorized officer or officers of the corporation, it shall be attested by the corporate seal, and the names and titles of the principal officers of the corporation shall be given. When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf or a member of a partnership, a "Power of Attorney" must be filed with the City prior to opening bids or shall be submitted with the proposal; otherwise, the proposal may be rejected as irregular and unauthorized. Bids submitted as joint ventures must so state and be signed by each joint venturer.

The address given on the Bid Proposal is hereby designated as the place to which all notices, letters and other communications to the Contractor shall be mailed or delivered. The mailing to or delivering at the above-named place of any notice, letter or other communication to Contractor, shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

2-2 EXAMINATION OF DOCUMENTS AND SITE - The Bidder shall examine carefully both the site of the work contemplated, and the Contract Documents. The submission of a bid proposal shall be prima fascia evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including surface and subsurface soils conditions, as to the character, quality, and scope of work to be performed, the quantities and quality of materials to be furnished, the order of work to be performed, the order of installation of materials, and as to the requirements of the Contract and the Contract Documents, specifications and plans. The bidder shall not, at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

Where the City has made investigations of subsurface conditions in areas where work is to be performed under the Contract, or in other areas, some of which may constitute possible local material sources, such investigations are made only for the purpose of study and design. Where such investigations have been made, bidders may, upon written request, inspect the records of the City subject to the conditions set forth herein.

The records of such investigations are not a part of the Contract and are shown solely for the convenience of the bidder or Contractor. It is expressly understood and agreed that the City assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretations set forth therein or

made by the Engineer in its use thereof. There is no warranty or guaranty, either expressed or implied, that the conditions indicated by such investigations thereof, or that unlooked-for developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

When a log of test borings showing a record of the data obtained by the City's investigation of subsurface conditions is included with the Contract Plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract. The log represents only the opinion of the City as to the character of the materials encountered by it in its test borings, is included in the plans only for the convenience of bidders and its use is subject to all of the conditions and limitations herein set forth.

No information derived from such inspection of records of investigations or compilation thereof made by the City or from the Engineer, or his assistants, will in any way relieve the bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

2-3 WITHDRAWAL OF BID PROPOSALS - Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids by written request filed with the City Clerk. The request shall be executed by the Bidder or his duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time, nor may any bid be withdrawn after the time fixed in the public notice for the opening of bids, or such time set by Addendum.

2-4 PUBLIC OPENING OF BID PROPOSALS - Proposals will be opened and read publicly at the time and place indicated in the "Notice to Contractors". Bidders or their authorized agents are invited to be present. After opening of Bids, the Engineer will review all bids for accuracy and reserves the right to make corrections of obvious errors. Upon completion of the Engineer's review, bids will be positioned and an apparent low bidder will be determined and notified.

2-5 DISQUALIFICATION OF BIDDERS - More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual firm, partnership, corporation or combination thereof is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which such individual, firm, partnership, corporation or combination thereof is interested. If there is reason for believing that collusion exists among the bidders any or all proposals may be rejected, and none of the participants in such a collusion will be considered in future proposals. Proposals in which the prices obviously are unbalanced, those that are incomplete, those that show any alteration of form or contain any additions or conditions, and alternate bids that are not called for or otherwise permitted, may be rejected.

Pursuant to Section 10162 of the Public Contract Code the bidder shall complete, under penalty of perjury, the questionnaire in the Proposal relating to previous disqualification, removal or other prevention of bidding of the bidder, or officers or employees of the bidder because of violation of law or safety regulation.

A bid may be rejected on the basis of a bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, having been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

2-6 RELIEF OF BIDDERS - Attention is directed to the provisions of Section Section 5100 to Section 5107, inclusive of the Public Contract Code, concerning relief of bidders and in particular to the requirement therein.

Written Notice by Bidder: Should a Bidder claim a mistake was made in his bid, the Bidder shall give the City written notice within five (5) working days after the opening of the bids of the alleged mistake, the notice shall certify:

- 1) How the mistake occurred; and
- 2) The nature of the mistake; and
- 3) How the mistake made the bid materially different than was intended; and
- 4) That the mistake was made in filling out the bid and not due to error in judgement or to carelessness in inspecting the site of the work, or in reading the plans or specifications.

The written notice shall be, under penalty of perjury, certified by the Bidder as being true and correct. The written notice shall be accompanied by sufficient documentation to fully explain the nature and magnitude of the error.

City Review of Notice and Disposition of Bidders Request for Relief from the Bid - The Engineer shall consider the notice from the bidder and review all supporting documents submitted with said notice. Upon completion of the review the Engineer will:

- 1) Notified the Bidder of the Engineer's recommendation to the City Council that Bidder be relieved from the bid, or
- 2) May request the submittal of additional information and/or documentation

If the Engineer finds sufficient evidence to substantiate the Bidders request to be relieved from the bid, the Engineer shall prepare and submit a report to the City Council for its consideration. The Engineer's report shall document the findings, pursuant to Section 5101 "Relief of Bid," (b) required to be made by the City Council in consenting to the relief of the Bidder.

- 1) A mistake was made by the Bidder in the bid; and
- 2) The mistake was made in filling out the bid and not due to error in judgement or to carelessness in inspecting the site of the work, or in reading the plans or specifications.

The report will be considered at the earliest possible regular meeting of the City Council. The Bidder will be given notification of the date and time the report will be considered by the City Council. The City Council action on the Engineer's report shall be final and binding upon the Bidder.

Should the Engineer find the evidence submitted by the Bidder to be inconclusive, or not to support the Bidders request to withdraw the bid, the Bidder shall be so notified by the Engineer. The Engineer's denial of the Bidder's request to be relieved from the bid shall be final and binding upon the Bidder.

Should the Engineer and/or City Council not find sufficient evidence to support the relief of the bid the Bidder shall be bound by the provisions of the Contract Documents to enter into an agreement to perform the work. Should the Bidder fail to enter into a contract agreement with the City within the time set forth by the Contract Documents the bid security shall be forfeited to the City.

2-7 REJECTION OF BID PROPOSALS - Bid Proposals may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. Alternative proposals will not be considered unless called for. No oral, telegraphic, or telephonic proposals or modifications will be considered.

The City reserves the right to reject any bid for: improper form, upon finding the Contractor to be irresponsible or incompetent, collusion, bid price being unbalanced, or any other reason found to be detrimental to the City's interest or welfare. The City reserves the right to reject any or all proposals or portions thereof, and to waive any irregularities if to do so is deemed to best serve the interest of the City.

2-8 BID PROPOSAL GUARANTY - All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security:

A cashier's check, a certified check, cash, or a bidder's bond consisting of City's Standard Bond Form and executed by an admitted surety insurer, made payable to the City of Lafayette.

The security shall be in an amount equal to at least 10 percent of the amount of the bid. A bid will not be considered unless one of the forms of bidder's security is enclosed with it.

A bidder's bond will not be accepted unless it conforms to the bond form included in the Contract Documents.

2-9 ADDENDA - The Engineer may, when he deems necessary, and at a time prior to the bid opening, issue addenda to the Contract Documents to amend, clarify or correct matter contained therein. Such addenda shall constitute a part of said Contract Documents and shall be binding. Addenda will be forwarded to all prospective bidders, insofar as they are known to the Engineer.

2-10 APPROXIMATE ESTIMATE - The quantities given in the proposal and Contract forms are approximate only, being given as a basis for the comparison of bids and the City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Engineer.

2-11 SUBSTITUTION OF EQUALS - Whenever in the Contract Documents, any material, equipment or process is indicated or specified by patent or proprietary name or by name of manufacturer, and the Bidder desires to offer a substitute material, equipment or process as the case may be, on the basis that a substitute is the equal in every respect to that so indicated or specified, then the Bidder shall first submit to the Engineer a request in writing for his approval along with such detailed plans and specifications and other data as the Engineer may deem necessary to enable him to determine if the substitute is the equal of that called for. A request by a prospective bidder for such approval shall be submitted to the Engineer at least ten (10) days in advance of the time and date set for opening of bids in order that all interested bidders may be notified of such approval or approved alternative, as the case may be.

The Engineer shall in all cases be the judge as to whether the substitute offered is the equal in all respects of the material, equipment or process specified.

If the material, equipment or process offered by the Bidder is of, in the opinion of the Engineer, not equal in every respect to that specified, then the Bidder must furnish the material, equipment or process specified, or one that, in the opinion of the Engineer, is the equal in every respect to that specified.

Bidder is encouraged to use recycled materials whenever such materials are considered to be an equal substitute and comply with the provisions of this section.

2-12 INTERPRETATION OF DOCUMENTS - If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions from the plans or specifications; he may submit to the Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery at least 7 days prior to the bid opening. Answers to requests that do not give any single bidder an unfair advantage will be given orally. Otherwise, interpretation or correction of the proposed documents will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. Any addenda issued during the period of bidding shall be duly executed by the bidder. The addenda must be attached to and submitted with the Bid Proposal. Absence of such attachment of addenda may be cause for rejection of a proposal. The City will not be responsible for any other explanations or interpretations of the Contract Documents.

It is the bidder's responsibility to inquire, prior to submitting the bid, whether the City has issued any Addenda.

Neither the City nor the Engineer shall be deemed responsible for any oral clarification nor will it be binding.

2-13 LISTING OF PROPOSED SUBCONTRACTORS - Each proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater. Subcontracting shall be in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is directed to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

Contractor shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by the subcontractor and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.