

**CITY OF LAFAYETTE  
CALIFORNIA**

**BID PROPOSAL**

**EAST END PED/BIKE & STREETScape IMPROVEMENTS  
PROJECT NO. 014-9696**

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>
_____	_____	_____	_____
_____	_____	_____	_____

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CITY OF LAFAYETTE  
 EAST END PED/BIKE & STREETScape IMPROVEMENTS  
 PROJECT NO. 014-9696

**BID SCHEDULE**

ITEM NO.	ITEM DESCRIPTION	SPEC SECTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	(SP-12)	1	LS		
2	Project Identification/Funding Sign	(SP-12)	2	EA		
3	Roadwork Ahead – Expect Traffic Delay Sign	(SP-12)	2	EA		
4	Business Open Sign	(SP-12)	6	EA		
5	Construction Area Sign	(SP-13)	13	EA		
6	Traffic Control	(SP-14)	1	LS		
7	Clearing & Grubbing, Tree and Shrub Trimming, and Tree Protection	(SP-16)	1	LS		
8	Tree Removal (10" Diameter)	(SP-16)	1	EA		
9	Modify Type A Inlet	(SP 17,24)	1	EA		
10	Remove Type A Inlet	(SP-17)	1	EA		
11	Remove Concrete Planter Curb	(SP-17)	32	LF		
12	Remove Concrete Curb and Gutter	(SP-17)	472	LF		
13	Remove Concrete Sidewalk, Driveway, and Curb Ramp	(SP-17)	3,045	SF		
14	Remove Asphalt Concrete at Crossings & Conforms (F)	(SP-17)	12,525	SF		
15	Median Planter Excavation (F)	(SP-20)	425	CY		
16	Remove Existing Stripes, Markings, and Markers	(SP-26)	1	LS		
17	Adjust Storm Drain Manhole Frame & Cover to Grade	(SP-17)	1	EA		
18	Adjust Water Valve to Grade With G5 Box	(SP-17)	6	EA		
19	Adjust Water Meter Box to Grade	(SP-17)	1	EA		
20	Adjust Sewer Manhole to Grade	(SP-17)	1	EA		
21	Adjust Utility Box to Grade	(SP-17)	6	EA		
22	4" SDR 35 Pipe and Cleanout	(SP-25)	25	LF		
23	12" Class III RCP	(SP-25)	12	LF		
24	15" Class V RCP	(SP-25)	14	LF		
25	Install Type "A" Inlet	(SP-24)	2	EA		
26	Cold Planing/Wedge Grinding (Various Widths)	(SP-19)	1,540	SF		
27	Asphalt Concrete Overlay	(SP-22)	3,150	SF		
28	AC Conform Paving	(SP-22)	2,770	SF		
29	Concrete Curb & Gutter	(SP-24)	485	LF		
30	Concrete Median Curb	(SP-24)	2,090	LF		
31	Concrete Curb	(SP-24)	37	LF		

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**BID SCHEDULE (Continued)**

ITEM NO.	ITEM DESCRIPTION	SPEC SECTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
32	Concrete Sidewalk	(SP-24)	2,020	SF		
33	Concrete Driveway	(SP-24)	572	SF		
34	Concrete Curb Ramp	(SP-24)	987	SF		
35	Concrete Channel (2' Wide)	(SP-24)	37	SF		
36	RegROUT Pole Base to Grade	(SP-24)	4	EA		
37	Brick Paver Crosswalks	(SP-24,30)	10,270	SF		
38	Brick Paver Median Island Nose	(SP-24,30)	139	SF		
39	Painted Median Island Nose with Reflectors and Marker	(SP-26)	290	LF		
40	Pavement Markings (Detail 10)	(SP-26)	2,660	LF		
41	Pavement Markings (Detail 23)	(SP-26)	75	LF		
42	Pavement Markings (Detail 30)	(SP-26)	120	LF		
43	Pavement Markings (Detail 33)	(SP-26)	1,125	LF		
44	Thermoplastic Type IV (L) Arrow	(SP-26)	225	SF		
45	12" White Thermoplastic Stripe	(SP-26)	372	LF		
46	8" White Thermoplastic Stripe (Detail 38A)	(SP-26)	385	LF		
47	6" White Thermoplastic Stripe (Detail 39)	(SP-26)	760	LF		
48	Remove Existing Sign and Post	(SP-17)	1	EA		
49	Install New Sign on Street Light Pole	(SP-31)	5	EA		
50	Install New Sign and Post	(SP-31)	2	EA		
51	Electrical Conduits and Conductors (Joint Trench with Irrigation Sleeve)	(SP-27)	935	LF		
52	Electrical Conduits and Conductors (Not in Joint Trench)	(SP-27)	1,060	LF		
53	Detector Loop, Type C	(SP-27)	2	EA		
54	Detector Loop, Type D	(SP-27)	4	EA		
55	Detector Loop, Type E	(SP-27)	8	EA		
56	Install City-Furnished Street Light Assemblies	(SP-27)	16	EA		
57	Pull Boxes	(SP-27)	16	EA		
58	Irrigation	(SP-28)	1	LS		
59	Backflow Preventer Enclosure	(SP-28)	1	EA		
60	Import Topsoil Placement (F)	(SP-29)	920	CY		
61	Compost Amendment	(SP-29)	170	CY		
62	Trees Planting and Staking- 24-Inch Box	(SP-29)	12	EA		

CITY OF LAFAYETTE  
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**BID SCHEDULE (Continued)**

ITEM NO.	ITEM DESCRIPTION	SPEC SECTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
63	Trees Planting and Staking- 15-Gallon	(SP-29)	24	EA		
64	Shrub Planting- 5-gallon	(SP-29)	75	EA		
65	Groundcover Planting- 1-Gallon	(SP-29)	1,650	EA		
66	Mulch	(SP-29)	90	CY		
67	Root Barrier	(SP-29)	1,620	LF		
68	Landscape and Irrigation Maintenance	(SP-29)	1	LS		
69	Bike Rack	(SP-32)	4	EA		
70	Bench	(SP-32)	3	EA		
71	Rectangular Rapid-Flash Beacon System	(SP-34)	1	LS		
72	Install New Monument	(SP-35)	1	EA		

**BASE BID TOTAL**

(F) Denotes Final Pay Quantity

**ALTERNATE BID ITEM**

ITEM NO.	ITEM DESCRIPTION	SPEC SECTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Drainage Chimney	(SP-29)	36	EA		

**ALTERNATE BID TOTAL**

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.

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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 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.			

**PROPOSAL GUARANTEE**

**BID BOND**

**EAST END PED/BIKE & STREETScape IMPROVEMENTS  
PROJECT NO. 014-9696**

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-8" at the bottom. The following required attachments have been executed and are included:

- a. Bid Proposal (with Addenda acknowledgement)
- b. Bid Schedule
- c. Proposal Guarantee "Bid Bond" with Notarized Signatures
- d. 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 **City of Lafayette East End Ped/Bike & Streetscape Improvements, Project No. 014-9696**, including, but not limited to: mobilization; traffic control and construction signage; potholing utilities; clearing and grubbing including tree protection and trimming; removal and disposal of asphalt concrete pavement and subgrade, concrete curb ramp, curb, gutter, sidewalk, driveways; construction of storm drains, catch basins, decorative brick pavers, asphalt concrete pavement, concrete curb ramp, curb, gutter, sidewalk, driveways, landscape planting and irrigation, electronic signs, traffic stripes, markers, and markings; installation of bike racks, benches, City-provided street lights; adjustment of utility covers; 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.

- 4. Worker's Compensation. Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that Code, and certifies compliance with such provisions. Limits shall be not less than those specified in the insurance requirements contained in the General Provisions of the Standard Specifications, and as modified in these Special Provisions.
- 5. Insurance. With respect to performance of work under this contract, Contractor shall maintain and shall require all of its subcontractors to maintain insurance as required in the General Provisions of the Standard Specifications, and as modified in these Special Provisions.
- 6. Indemnity. Contractor shall comply with the indemnification requirements contained in the General Provisions of the Standard Specifications.
- 7. Assignment. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
- 8. Non-discrimination. Contractor shall not discriminate in the hiring of employees or I the employment of subcontractors on any basis prohibited by law.
- 9. Independent Contractor. Contractor is and shall at all times remain as to City, a wholly independent contractor. Neither City nor any of its agents shall have control of the conduct of Contractor or any of the Contractor's employees, except as herein set forth. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of City.
- 10. Notices. All notices and communications shall be sent to the parties at the following addresses:

CITY: City Engineer  
City of Lafayette  
3675 Mount Diablo Boulevard, Suite 210  
Lafayette, California 94549

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 11. Authorized Signature. Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this contract agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.
- 12. Entire Agreement; Modification. This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described in Paragraph A of the Recitals herein above. Each party to this contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract

shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

- 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. \_\_\_\_\_

[Contractor's signature(s) must be notarized. Attach Notary Acknowledgment to this document.]



**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: for Construction of **City of Lafayette East End Ped/Bike & Streetscape Improvements, Project No. 014-9696**, including, but not limited to: mobilization; traffic control and construction signage; potholing utilities; clearing and grubbing including tree protection and trimming; removal and disposal of asphalt concrete pavement and subgrade, concrete curb ramp, curb, gutter, sidewalk, driveways; construction of storm drains, catch basins, decorative brick pavers, asphalt concrete pavement, concrete curb ramp, curb, gutter, sidewalk, driveways, landscape planting and irrigation, electronic signs, traffic stripes, markers, and markings; installation of bike racks, benches, City-provided street lights; adjustment of utility covers; 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: for Construction of **City of Lafayette East End Ped/Bike & Streetscape Improvements, Project No. 014-9696**, including, but not limited to: mobilization; traffic control and construction signage; potholing utilities; clearing and grubbing including tree protection and trimming; removal and disposal of asphalt concrete pavement and subgrade, concrete curb ramp, curb, gutter, sidewalk, driveways; construction of storm drains, catch basins, decorative brick pavers, asphalt concrete pavement, concrete curb ramp, curb, gutter, sidewalk, driveways, landscape planting and irrigation, electronic signs, traffic stripes, markers, and markings; installation of bike racks, benches, City-provided street lights; adjustment of utility covers; 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 _____