

## Section 2 - Proposal Requirements

### 2.1 Proposal Forms.

The City will furnish to each Bidder a Proposal Form, which, when filled out and executed may be submitted as his bid. Bids not presented on forms so furnished will be disregarded. The Proposal Form bound together with the Contract Proposal Packet which 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.

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 of the apparent low bidder shall be submitted to the City within three (3) calendar days following the bid opening, if required, pursuant to special provisions.

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 therefore. Proposals which are not properly marked may be disregarded.

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.

### 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 conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as the character, quality, and scope of work to be performed, and the quantities of materials to be furnished, and as to the requirements of the contract and the Contract Documents.

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 or Contractors may, upon written request, inspect the records of the City as to such investigations subject to and upon the conditions hereinafter set forth.

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 and 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, 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 form properly fulfilling the terms of the contract.

### 2.3 Withdrawal of Proposals.

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids only by written request for the withdrawal of the bid 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 amendments thereto preceded by Addendum.

### 2.4 Public Opening of 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 City Engineer will review all bids for accuracy and reserves the right to make corrections of obvious errors. Upon completion of the City 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. Proposals in which the prices obviously are unbalanced may be rejected.

2.6 Relief of Bidders.

Attention is directed to the provisions of Government Code §§14350 to 14355, inclusive, concerning relief of bidders and in particular to the requirement therein, that if the Bidder claims a mistake was made in his bid, the Bidder shall give the City written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

The Contractor accepts all risks directly or indirectly connected with the performance of the contract. The Contractor further warrants that there has been no collusion and that he has not been influenced by any oral statement or promised of the Engineer, but only by the Contract Documents.

2.7 Rejection of Proposals.

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.

The City reserves the right to reject all bids for: improper form, upon finding the Contractor to be irresponsible or incompetent, collusion, unbalanced bids, inability to perform the contract or any other reason found to be detrimental to the City's interest or welfare.

2.8 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, or a bidder's bond consisting of City's Standard Bond Form and executed by an admitted surety insurer, made payable to the City.

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 by 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.

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. Any 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, and said addenda must be attached to and submitted with the 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.

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

2.13 Competency of Bidders.

Prior to the submission of bids, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professional Code of the State of California and evidence of such license shall be presented to the Engineer on request.

The Engineer may require the Bidder to present satisfactory evidence that he has sufficient experience and that he is fully prepared with the necessary capital, materials, machinery, and skilled workmen to carry out the contract.

2.14 Material Guaranty.

Before any contract is awarded, Bidders may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.