



**PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION  
1370 North Benson Avenue  
Upland, CA 91786-0460  
Telephone (909) 291-2930  
Facsimile (909) 291-2974**

## **ADDENDUM NO. 1**

**Project No. 8801/8803/8803/86001**

**Alley Way and Access Road Improvements  
(Various Locations)**

**Bid No. 2020-05**

Date Issued: October 6, 2020

By:   
Bob Critchfield, P.E.

The following revisions and/or clarifications shall be made to the Drawings and Specifications for the above named work. All other work shown on the original drawings, and all applicable sections of the original Specifications, Contract Documents, and previously issued Addenda for **Project No. 8801/8802/8803/86001** shall be included in the contract, except as herein modified. This Addendum shall be incorporated into the Plans and Specifications, and shall become part of the awarded Contract Documents therefore.

The City will distribute copies of this Addendum to all Plan Holders of Record on the date of issuance. The Bidder shall be responsible in providing this information to all proposed subcontractors, prior to bid opening. **Receipt of this Addendum by the Bidder must be acknowledged by signature and submittal of this cover sheet, attached to your Proposal (Contractor's Proposal), on the bid due date/time.**

**PLEASE SIGN AND ATTACH THIS ADDENDUM COVER SHEET TO YOUR BID**

I hereby acknowledge that I have received, read, and understand this Addendum and certify that the total amount of my company's bid includes full compensation therefore.

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

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

**BIDDING DOCUMENTS**

**ITEM NO. 1: City Project No. 8801/8802/8803/86001, Bid No. 2020-05, Contract Documents, SPECIFICATIONS, CONTRACTOR'S PROPOSAL,**

***DELETE*** "Contractor's Proposal in its entirety (Pages P-1 through P-12)"

***REPLACE WITH attached*** "Contractor's Proposal (Pages P-1-R through P-12-R)"

**END OF ADDENDUM NO. 2**



# **PROPOSAL**

FOR

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**PROJECT NO. 8801/8802/8803/86001  
BID No. 2020-05**

**ALLEY RECONSTRUCTION AND  
WATER IMPROVEMENTS  
(VARIOUS LOCATIONS)**

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## CONTRACTOR'S PROPOSAL

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address  
  
\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
State License Number

City of Upland  
460 North Euclid Avenue  
Upland, California 91786

Ladies and Gentlemen:

Pursuant to the Public Notice inviting bids or proposals, the undersigned declares that he has carefully examined the location of the proposed work, that he has examined plans, profiles, and specifications for **Project No. 8801/8802/8803/86001, Alley Reconstruction & Water Improvements, Bid No. 2020-05**, and read the accompanying proposal requirement, and hereby proposes to furnish all materials and do all work required to complete the said work in accordance with said plans, profiles, specifications, and special provisions for the unit or lump sum price set forth in the Schedule of Work Items (Bidding Form).

All persons or parties submitting a bid proposal on the project shall complete the accompanying Bidding Form, Bid Bond, Declaration of Eligibility to Contract, Non-Collusion Affidavit, Pre-bid Site Inspection Certification, and List of Proposed Subcontractors. The list of subcontractors shall include the Item Number (as specified in the "Schedule of Work Items") to be done by the subcontractor. Unless otherwise specified by the Contractor, the listing of an Item No. of Work shall be conclusive evidence that the listed subcontractor proposed to perform the Item of Work at its entirety. All Subcontractors are required to obtain a City of Upland Business License before a Notice to Proceed may be issued.

The undersigned further agrees that in case of default in executing the required contract with necessary bonds within **ten (10) calendar days** after the notice of award of contract has been mailed, the proceeds of the check or bond accompanying his bid shall become the property of the City. If the City awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the City to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. The undersigned further agrees to complete the work within **sixty (60) Working days** from the execution of the first contract.

**BIDDING FORM**

**ALLEY RECONSTRUCTION & WATER IMPROVEMENTS  
 (Various Locations)**

Name of Bidder: \_\_\_\_\_

The undersigned, having examined the proposed Contracts and having visited the site and examined the conditions affecting the work, hereby and agrees to furnish all labor, materials, equipment, and appliances, and perform operations necessary to complete the work as required by said proposed Contract Documents, excluding work of alternates for.

**BASIC BID**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
<b>A. GENERAL (ITEMS 1-5)</b>					
1	Traffic Control, Public Convenience & Safety (Not to Exceed 5% of Total Bid)	1	LS	\$	\$
2	Construction Surveying*	1	LS	\$	\$
3	Storm Water Pollution Prevention Plan & Implementation	1	LS	\$	\$
4	Furnish, Place, Maintain and Remove Manhole False Bottom Floor	13	EA	\$	\$
5	Potholing and Utility Verification	1	LS	\$	\$
<b>B. ALLEY RECONSTRUCTION (ITEMS 6-20)</b>					
6	Unclassified Excavation and Subgrade Preparation**	1,200	CY	\$	\$
7	Construct PCC Alley "V" Gutter	10,320	SF	\$	\$
8	Remove and Reconstruct PCC Alley Intersection	3,970	SF	\$	\$
9	Remove and Reconstruct 4-Inch Thick PCC Sidewalk, Slab and Transitions	1,490	SF	\$	\$
10	Remove Existing Improvements and Construct PCC Curb & Gutter	90	LF	\$	\$
11	Remove Existing Improvements and Construct PCC Curb Ramp W/ Detectable Warning Device	2	EA	\$	\$
12	Coldplane Existing AC, 1.5"-Inch Depth	4,870	SF	\$	\$
13	Construct 2.5-Inch Thick AC Base Course Type B PG 64-10	1,110	TON	\$	\$
14	Construct 1.5-Inch Thick Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16) Overlay	720	TON	\$	\$
15	Furnish and Install 2"x4" Redwood Header with 2"x2" Redwood Stakes	2,500	LF	\$	\$

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
16	Construct 3-Foot Wide by 6-Foot Long AC Speed Bump, H=3"	2	EA	\$	\$
17	Remove Existing Brick Manhole and Construct New Concrete Sewer Manhole with Trough Base, per APWA Standards.	6	EA	\$	\$
18	Provide Temporary Sewer Bypass During Construction	1	LS	\$	\$
19	Adjust Sewer Manhole to Grade	8	EA	\$	\$
20	Clearing, Grading and Site Restoration	1	LS	\$	\$
<b>C. ALLEY WATER IMPROVEMENTS (ITEMS 21-26)</b>					
21	Furnish and Install 2", Type K, Copper Main, Including Fittings	1,230	LF	\$	\$
22	Furnish & Install 2" Gate Valve Including Fittings, per City Water Std. Dwg. No. W.07 & W.09	5	EA	\$	\$
23	Furnish and Install 1", Type K, Copper Service Lateral and Connect to Existing Water Meter and Customer Service Lateral	40	EA	\$	\$
24	Remove Existing Box and Replace with City-Furnished Water Meter Box	40	EA	\$	\$
25	Connect New to Existing Water Main with Existing Gate Valve	4	EA	\$	\$
26	Connect New to Existing Water Main with New Gate Valve (Hot Tap)	3	EA	\$	\$
<b>D. ACCESS ALLEY IMPROVEMENTS (ITEMS 27-30)</b>					
27	Unclassified Excavation and Subgrade Preparation	140	CY	\$	\$
28	Construct PCC Alley Gutter	1,070	SF	\$	\$
29	Construct 2.5-Inch Thick AC Base Course Type B PG 64-10	155	TON	\$	\$
30	Construct 1.5-Inch Thick Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16) Overlay	95	TON	\$	\$
<b>TOTAL BASE BID (ITEMS 1-30)</b>	(In Figures)			\$	
	(In Words) _____				

NOTE:

1. Determination of the lowest bidder will be based upon the **“TOTAL BASE BID”** PRICE INDICATED IN THE Bid Schedule above.
2. All amounts and totals given in the Bid Schedule will be subject to verification by the Contractor. In case of variation between the unit cost and amount shown by bidder, the unit cost will be considered to be his/her bid.
3. The price bid shall include all State, Federal, and other taxes applicable to the project, and shall be a firm offer for a period of 45 days after the date of bid opening.
4. Acknowledge receipt of all Addenda. The cover sheet of each addendum issued is signed by the Contractor and attached herewith.
5. Unbalanced bids will be considered sufficient grounds for rejection of the entire bid. An unbalanced bid is defined as a bid containing lump sum or unit bid items which do not reasonably reflect actual costs, plus reasonable share of the anticipated profits, overhead costs, and other indirect costs attributable to the performance of the work in question.
6. Items marked with an asterisk (\*) indicate Specialty Items.
7. Items marked with a double asterisk (\*\*) indicate that quantities shown are fixed at time of bidding. The final pay quantity will be adjusted by change order to reflect any additional or deductive work authorized by the Engineer, as described in the Definition of Bidding Items in the Special Conditions.
8. The quantities listed in the above Bid Form are estimates shown for bid comparison only. Payment will be made at the Contract Unit Price for the actual quantities constructed, based upon field measurements or certified weight tickets where appropriate. The City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and 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. In case of variation between the unit cost and amount shown by bidder, the unit cost will be considered to be his/her bid.
9. The City reserves the right to delete one or more bid items, and/or to increase or decrease the quantities of any bid item.

The undersigned, under penalty of perjury, acknowledges that they are authorized by the bidding Contractor to submit a bid for said Contractor

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
Date of Expiration

(Seal – if Bid is by a Corporation)

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Amount of Certified Check or Bid Bond

\_\_\_\_\_  
Name of Bonding Company

Bond No. \_\_\_\_\_

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Upland, California ("City"), has issued an invitation for bids for the work described as follows: Project No. 8801/8802/8803/86001 – Alley and Access Road Improvements

WHEREAS \_\_\_\_\_

\_\_\_\_\_  
(Name and address of bidder)

("Principal"), desires to submit a bid to City for the work.

WHEREAS, bidders are required to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and that the said Surety's Office is located at:

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

and the California Licensed Resident Agent for said Surety is:

Name \_\_\_\_\_

Insurance Agent's License No. \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), being not less than ten percent (10%) of the total bid price, including alternates, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a Contract for the work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.



**DECLARATION OF ELIGIBILITY TO CONTRACT**  
[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned contractor certifies and declares that:

1. The undersigned contractor is aware of Sections 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, or being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a contractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
at \_\_\_\_\_, California.  
(place of execution)

Signature \_\_\_\_\_

Name (print or type) \_\_\_\_\_

Title \_\_\_\_\_

Name of company \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

To: The City of Upland:

State of California )  
 ) SS  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that

he or she is \_\_\_\_\_ of \_\_\_\_\_

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, 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 of 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

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the County  
of \_\_\_\_\_, State of California.

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_.



The Contractor shall not:

- A. Substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the City may consent to the substitution of another person as subcontractor:
  1. When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written Contract, based upon the general terms, conditions, Plans and Specifications for the project involved or the terms of such Contractor's written bid, is presented to him by the Contractor, or
  2. When the listed subcontractor becomes bankrupt or insolvent, or
  3. When the listed subcontractor fails or refuses to perform his/her subcontract, or
  4. When the listed subcontractor fails or refuses to meet the bond requirements of the Contractor, or
  5. When the Contractor demonstrates to the City that the name of the subcontractor was listed as the result of an inadvertent clerical error, or
  6. When the listed subcontractor is not licensed pursuant to the Contractors License Law, or
  7. When the City determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the Plans and Specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.
- B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the City.
- C. Other than in the performance of "change orders" causing changes or deviations from the original Contract, sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid as to which his/her original bid did not designate a subcontractor.
- D. Prior to approval of a Contractor's request for a subcontractor substitution, the City will give notice in writing to the listed subcontractor of the Contractor's request to substitute and of the reason for the request. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified shall have five (5) working days within which to transmit to the City written objections to the substitution. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.

If written objections are filed, the City will give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by the City on the Contractor's request for substitution.

The Contractor, as a condition to asserting a claim of inadvertent clerical error in the listing of a subcontractor, shall within two working days after the time of the bid opening by the City, give written notice to the City and copies of such notice to both the subcontractor he/she claims to have listed in error and the intended subcontractor who had bid to the Contractor prior to the bid opening.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City setting forth the facts constituting the emergency or necessity.

If the Contractor violates any of the above provisions the Contractor may be in breach of this Contract and the City may exercise the option, in its own discretion, of (1) canceling this Contract, or (2) assessing the Contractor a penalty in an amount not more than ten percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime Contract is awarded.

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## PREBID SITE INSPECTION CERTIFICATION

The bidder hereby certifies that he/she and his/her subcontractors have inspected the site and related specifications of work and fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof, including, but not limited to scheduling and disclosed outside Contracts involving this work.

The bidder also certifies he/she has observed the designated Contractor work areas and access routes, if disclosed or shown, as part of work in this Contract.

BIDDER:

\_\_\_\_\_

\_\_\_\_\_

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

Persons who inspected site of the proposed work for your firm:

Name \_\_\_\_\_

Date of Inspection \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

Date of Inspection \_\_\_\_\_

Title \_\_\_\_\_