

BID PROPOSAL**Project: BID 2094A KINESIOLOGY FIELDS & AQUATIC CENTER**

Bidder Name		
Bidder Representative(s)	Name and Title	
	Name and Title	
Bidder Representative(s) Contact Information	Email Address(es)	Phone/Cell Phone
		() Telephone () Cell Phone
Bidder Mailing Address	Address	
	City/State/Zip Code	
California Contractors' License	Number	
	Classification(s) and Expiration Date	

1. Bid Proposal.

- 1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to furnish and install the Work including, without limitation, providing and furnishing any and all labor, materials, tools, equipment and services necessary to complete, in a workmanlike manner in accordance with the Contract Documents, all of the Work described as: **2094A KINESIOLOGY FIELDS & AQUATIC CENTER**, for the sum of:

\$, , .

_____ Dollars
(in words; printed or typed)

The Bid Proposal Amount includes all Allowances set forth in Paragraph 1.3, below and the total Composite Unit Price, if any, set forth in Paragraph 1.4 and detailed in Attachment A. The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any assumptions, errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal. The undersigned Bidder declares under penalty of perjury under California law that the foregoing proposed price excludes any costs relating to any insurance coverages afforded under the OCIP and that each subcontractor to the Bidder has similarly excluded costs for any insurance coverage afforded under the OCIP. The undersigned Bidder further acknowledges that if the District reasonably determines that insurance premium costs for the Bidder and/or any Subcontractor are incorporated into the foregoing proposed price, the Bid Proposal may be rejected by the District for non-responsiveness.

- 1.2 Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda, if any, issued by or on behalf of the District.

_____ **Addenda Nos.** _____ received, acknowledged
(initial) and incorporated into this Bid Proposal.

- 1.3 Allowance. The Bidder and District acknowledge that the Bid Proposal Price set forth above includes an Allowance Amount in the aggregate amount of Five Hundred Ninety Thousand Dollars (\$590,000), which is allocated as follows:

Allowance No. 1	Existing unforeseen site conditions or District reimbursable building permits.
Allowance No. 2	Provide up to \$60,000 for purchase and installation of moisture barrier.

Although included in the Bid Proposal Price, Allowances belong solely to the District and shall be expended only upon written direction by the District, to be granted or denied in its sole discretion. Any Allowance amount not fully consumed shall belong solely to the District and shall be refunded to the District by a deductive change order. By submitting this Bid Proposal, the Bidder confirms that the Bid Price proposed in Paragraph 1.1 is inclusive of all Allowances.

- 1.4 Unit Price Items. If applicable, the Bidder's price proposals for Unit Price Items are set forth in the form of a Composite Unit Price Item Proposal included herewith as Attachment A hereto. The amount of the Composite Unit Price Proposal in Attachment A hereto is included in the Bid Proposal Amount set forth above in Paragraph 1.1. Although the Unit Price Items will be considered in the determination of the lowest Bid Proposal Amount, Unit Price Items will not form the basis for the District's Contract Price for any Contract awarded. During performance of the Work, the District may elect to add or delete any Unit Price Item set forth in Attachment A. If the District elects to add or delete any Unit Price Item set forth below, the debit or credit for such Unit Price Item shall be in accordance with the Unit Prices set forth in Attachment A hereto.
- 1.5 Alternate Bid Items. The Bidder's proposed pricing for each Alternate Bid Item, if any, are set forth in the accompanying form of Alternate Bid Items Proposal, Attachment B. Failure of a Bidder to propose pricing for each Alternate Bid Item set forth in the accompanying Alternate Bid Items Proposal will result in the Bid Proposal being deemed non-responsive and rejected.

2. Documents Accompanying Bid Proposal. The Bidder has submitted with this Bid Proposal the following:

Bid Security	Verification of Prequalification Application Information
Subcontractors List	DIR Registration Verification
Non-Collusion Affidavit	Table of Contents for Bidder's Current IIPP
Executed CSWPA Letter of Assent (Special Conditions Attachment J-1)	

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in

compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3. Bidder Certification of Compliance With Minimum OCIP Requirements. The undersigned Bidder certifies to the District that the Bidder complies with the Minimum OCIP Requirements set forth in Paragraph 15 of the Instructions for Bidders. By the initials of the Bidder's authorized representative to the following, Bidder certifies that:

(initial) Within the last five (5) years, the Bidder has not committed any serious and/or willful CAL-OSHA violations under Labor Code §§6300 et seq.

(initial) The Bidder maintains a current IIPP conforming to the requirements of Labor Code §3201.5 or Labor Code §6401.7 and a copy of the Title Page and Table of Contents of the Bidder's IIPP is submitted concurrently with this Bid Proposal.

(initial) Bidder has an average Workers' Compensation Experience Modification Rate (EMR) of 1.25 or less over the last five (5) years.

The Bidder acknowledges that the foregoing certifications are subject to verification by the District. If upon such verification, it is reasonably determined by the District that the foregoing certifications are not true and correct, the Bid Proposal of the Bidder is subject to rejection for non-responsiveness as a result thereof. The Bidder further acknowledges that if the Bidder does not or cannot verify the Bidder's compliance with each of the foregoing, the Bid Proposal of the Bidder is subject to rejection for non-responsiveness.

4. Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Agreement in the form attached hereto within seven (7) calendar days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (i) Performance Bond; (ii) Labor and Material Payment Bond; (iii) Drug-Free Workplace Certificate; (iv) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents, which are not provided under the OCIP; and (v) concurrently submit completed and executed OCIP Insurance Enrollment Forms for the Bidder and all listed subcontractors to the OCIP Administrator. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescinding award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced Bid Proposal or to reject all Bid Proposals.
5. Contractors' License. The Bidder certifies that: (i) it possesses a valid and in good standing Contractors' License, in the necessary class(es), for performing the Work as set for in the Call for Bids; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work; and (iii) that all Subcontractors providing or performing any portion of the Work are properly licensed to perform their respective portions of the Work at the time of submitting this Bid Proposal and will remain so properly licensed at all times during their performance of the Work.
6. Agreement to Bidding Requirements and Attorney's Fees. The undersigned Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements set forth in this Bid Proposal and the Contract Documents. By executing this Bid Proposal herein below, the Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or

equitable proceedings in connection with this Bid Proposal and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. This provision shall constitute a binding attorneys' fee agreement in accordance with and pursuant to California Civil Code §1717 which shall be enforceable against the Bidder and the District. This attorneys' fee provision shall be solely limited to legal or equitable proceedings arising out of a bid protest or the bidding process and shall not extend to or have any force and effect on the Contract for the Work or to modify the terms of the Contract Documents for the Work.

7. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By:

(Signature of Bidder's Authorized Officer
or Representative)

(Typed or Printed Name)

Title:

AGREEMENT

THIS AGREEMENT is entered into on _____ in the City of Long Beach, County of Los Angeles, State of California, by and between **LONG BEACH COMMUNITY COLLEGE DISTRICT**, a California Community College District hereinafter "District" and _____ ("Contractor").

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **2094A KINESIOLOGY FIELDS & AQUATIC CENTER**. Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, Westberg+White, Inc., and other Contract Documents enumerated in Article 6 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

2. Contract Time. The Contractor shall achieve Substantial Completion the Work within the Contract Time which is five hundred and thirty (530) calendar days after the date established in the Notice to Proceed issued by or on behalf of the District for commencement of the Work

3. Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of _____ Dollars (\$_____). The District's payment of the Contract Price shall be in accordance with the Contract Documents. The Contract Price is based upon the Contractor's Base Bid Proposal, authorized Allowances and the following Alternate Bid Items, if any: _____.

4. Allowances. The Contractor and District acknowledge that the Contract Price set forth above includes an Allowance Amount in the aggregate amount of Five Hundred Ninety Thousand Dollars (\$590,000), which is allocated as follows:

Allowance No. 1	Existing unforeseen site conditions or District reimbursable building permits.
Allowance No. 2	Provide up to \$60,000 for purchase and installation of moisture barrier.

Although included in the Contract Price, Allowances belong solely to the District and shall be expended only upon written direction by the District, to be granted or denied in its sole discretion. Contractor shall submit cost data and other descriptive data to establish basis used by Contractor for determining costs associated with designated work attributable to each Allowance. Any Allowance amount not fully consumed shall belong solely to the District and shall be refunded to the District by a deductive change order. Should the Contractor's actual costs exceed the specified Allowance, the Contractor's Contract Price will be adjusted by change order in accordance with Contract General Conditions, Article 9.5 of the Terms and Conditions.

5. Unit Price Items. If the Bid Proposal for the Work includes a proposal(s) for Unit Price Item(s), during Contractor's performance of the Work, the District may elect to add or delete any such Unit Price Item(s). If the District elects to add or delete any such Unit Price Item(s) pursuant to the foregoing, the debit or credit for such Unit Price Item(s) shall be in accordance with the amount(s) set forth in the Contractor's Unit Price Item(s) Proposal, attached as Attachment A to the Contractor's Bid Proposal.

6. Liquidated Damages. The Contractor shall be subject to assessment of Liquidated Damages set forth in the Special Conditions if the Contractor: (i) fails to submit each Submittal required by the Contract Documents in accordance with the Submittal Schedule incorporated into the Contractor's Construction Schedule; or (ii) fails to achieve Substantial Completion of the Work within the Contract Time, subject to adjustments thereto in accordance with the Contract Documents; or (iii) fails to complete all Punchlist items within the time established pursuant to the Contract Documents.

7. Limitation on Damages. In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by said breach or default of the District and shall exclude any and all special or consequential damages, if any, suffered by the Contractor. By executing this Agreement, the Contractor expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: i) lost or impaired bonding capacity; and/or, ii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project which is the subject of the Contract Documents.

8. The Contract Documents. The documents forming a part of the Contract Documents consist of the following:

00 11 13	Notice Calling for Bids, including Bid Addenda Nos. _____	Attachment D: Schedule of Milestone
00 21 13	Instructions for Bidders	Attachment E: Contractor Current Record Drawing Certificate
00 42 13	Bid Proposal	Attachment F: Close-Out Forms
00 42 13	Alternate Bid Proposal Form	Attachment G: Geotechnical Report
00 43 24	Pre-Bid Inquiry Form	Attachment H: Site Map
00 45 00	Subcontractors List	Attachment I: SEWUP OCIP Forms
00 45 10	DIR Registration Verification	Attachment J: CSWPA Agreement
00 45 13	Verification of Prequalification Application Information	Attachment J-1: Letter of Assent
00 45 19	Non-Collusion Affidavit	Attachment J-2: Summary List of Subcontractors and 1st Tier Sub-subcontractors
00 45 26	Certificate of Workers Compensation	Attachment K: Attic Stock
00 45 27	Drug-Free Workplace Certification	Attachment L: As-Builts
00 45 28.02	Subcontractible Items	Attachment M: Parking Lot M Restriping Plan
00 52 00	Agreement	Attachment N: Existing Site Photos
00 61 10	Bid Bond	Attachment O: Logistics Plan
00 61 13	Performance Bond	Attachment P: Underground Utility Survey
00 61 14	Labor and Material Payment Bond	Attachment Q: Hazmat Reports
00 62 17	SEWUP OCIP Forms	Attachment R: SWPPP Agreement
00 62 90	Verification of Certified Payroll Form to Labor Commissioner	00 73 00.1 SEWUP OCIP Forms (Attachment I)
00 65 36	Guarantee Form	00 73 49 Long Beach CCD and Student Workforce Project Agreement for Construction and Major Renovation Funded by General Obligation Bond Funds (CSWPA) (Attachment J)
00 72 00	General Conditions	00 73 49.1 CSWPA Letter of Assent (Attachment J-1)
00 73 00	Special Conditions	
Attachment A: Academic Calendar		
Attachment B: Site Acceptance Form		
Attachment C: Contractor Provided Facilities, Services, Furnishings and Equipment for Project Inspector		

Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND
REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD.
QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED
TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD,
P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826**

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

"DISTRICT"
LONG BEACH COMMUNITY COLLEGE
DISTRICT

"CONTRACTOR"

Signed: _____
Marlene P. Drinkwine
Vice President of Business Services

Signed: _____

Print Name: _____

Dated: _____

Dated: _____

Approved as to form:

Name: _____ Date: _____

Title: _____

ATTACHMENT B ALTERNATE BID ITEMS PROPOSAL

Project: Bid 2094A KINESIOLOGY FIELDS & AQUATIC CENTER

Bidder Name: _____

Bidders must provide a proposal price for each Alternate Bid Item set forth herein; failure to do so will result in rejection of the Bid Proposal for non-responsiveness. The amount proposed for each Alternate Bid Item by the above-identified Bidder is set forth hereinbelow:

1. Alternate Bid Item No.1. [NOT APPLICABLE]

☐ Add to Base Bid Proposal Amount

☐ Deduct From Base Bid Proposal Amount

(Check appropriate box indicating additive or deductive cost; failure to do so will result in rejection of Bid Proposal for non-responsiveness)

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_____ Dollars

(in words; printed or typed)

2. Alternate Bid Item No.2. [Soccer Canopies: Procure and install fabric shade canopies for soccer spectator bleachers. Reference Sheets A001 & 5.1-1000 from KLAC Construction Documents.]

☐ Add to Base Bid Proposal Amount

☐ Deduct From Base Bid Proposal Amount

(Check appropriate box indicating additive or deductive cost; failure to do so will result in rejection of Bid Proposal for non-responsiveness)

\$

 ,

 .

_____ Dollars

(in words; printed or typed)

3. Alternate Bid Item No.3. [Volleyball Canopies: Procure and install fabric shade canopies for volleyball spectator bleachers. Reference sheets A001 & 9.1-1000 from KLAC Construction Documents.]

☐ Add to Base Bid Proposal Amount

☐ Deduct From Base Bid Proposal Amount

(Check appropriate box indicating additive or deductive cost; failure to do so will result in rejection of Bid Proposal for non-responsiveness)

\$

 ,

 .

_____ Dollars

(in words; printed or typed)

4. Alternate Bid Item No.4. [NOT APPLICABLE]☐ Add to Base Bid Proposal Amount☐ Deduct From Base Bid Proposal Amount**(Check appropriate box indicating additive or deductive cost; failure to do so will result in rejection of Bid Proposal for non-responsiveness)**\$

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_____ Dollars
(in words; printed or typed)

Dated _____

By: _____
(Signature of Bidder's Authorized Officer or Representative)_____
(Typed or Printed Name)

Title: _____