

PROPOSAL FORM

For

INSTALLATION OF CONNECTOR PIPE SCREENS

In

LOS ANGELES COUNTY-OWNED CATCH BASINS

At

VARIOUS LOCATIONS

WITHIN THE CITY OF

BEVERLY HILLS, CALIFORNIA

Date_____

To the Honorable City Council
Beverly Hills, California

In compliance with advertised notice inviting sealed proposals for installation of connector pipe screens at storm drain catch basins at various locations within the City of Beverly Hills, California and after having carefully examined the location of the project and studied the specifications prepared for this work, the undersigned hereby agrees to enter into a contract to furnish all labor, materials, equipment, parts, implements, and supplies needed to perform the contract work to the satisfaction and under the direction of the City Engineer of the City of Beverly Hills, said contract to be drawn in accordance with the provisions in the Specifications, Notice to Bidders, and all the applicable clauses of the "Standard Contractual Requirements for Public Improvements in the City of Beverly Hills, California", as adopted by the Department of Public Works on November 1, 1976.

If awarded the contract, the undersigned agrees to furnish the necessary bonds and insurance as set forth in the above-mentioned Standard Contractual Requirements, within ten (10) days after the award of the contract.

Attached hereto is cash, or cashier's check, or a certified check in favor of the City of Beverly Hills, in an amount equal to at least ten percent (10%) of the total bid, or a bid bond for said amount on a form furnished by the City, with the understanding that said security shall be held by the City Clerk until the contract for doing the work has been entered into and that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the above-mentioned bonds and insurance within the ten (10) days specified, if awarded the contract, as the

undersigned agrees that in the event of such failure, the actual amount of the damage to the City would be impractical, and extremely difficult to determine.

In the event cash, or cashier's check, or a certified check is furnished for the bid bond, then a letter is required from a bonding company stating that said company will furnish the necessary bonds, as specified in Paragraph 2-11 of the Standard Contractual Requirements if the undersigned is awarded the contract. The undersigned is aware of the fact that such a letter must be from a bonding company acceptable to the City of Beverly Hills, and that all bids accompanied by cash, or cashier's check, or a certified check in lieu of the bid bond must be accompanied by such a letter in order to be considered.

The undersigned certifies to have a minimum of three consecutive years of current experience in the type of work related to this project and that this experience is in actual operation of a firm with permanent employees performing a part of the work as distinct from a firm operating entirely by subcontracting all phases of the work.

The undersigned also certifies to be properly licensed by the State of California as a contractor to perform work of this specialty and further certifies to have been so licensed for the three years immediately preceding the date of receipt of bids. The undersigned agrees to furnish the City satisfactory proof of ability to perform the work, as well as records of performance of similar jobs completed recently, if and when requested to do so by the City Engineer.

The undersigned agrees that for change orders involving extra cost, the bidder shall allow the contingency allowance indicated by the City in the following bidding schedule. Expenditures from the contingency allowances shall be made only upon written order of the City. The portion of the allowance remaining unexpended at the completion of the work shall be deducted from the final payment due the Contractor.

The undersigned agrees that the insurance and bonding requirements set forth in Sections 2-11 and 3-13, respectively, of the City of Beverly Hills, Public Works Department, Standard Contractual Requirements can and will be fulfilled.

The undersigned hereby agrees to perform the work as described and in the Specifications prepared for this project, at the following prices, to wit:

Item	Estimated Quantity	Description	Unit Price in Figures	Total in Figures
1	658	Installation of CPS units in LA County-Owned Catch Basins at Various Locations within City of Beverly Hills per Appendix A		
2	30	Remove Existing Filter Basket		
3	280	Installation of ARS units in 140 Catch Basins (assume 2 gates per catch basin for total of 280 gates)		
4	1	Management Reserve	\$175,000	\$175,000
			Total	

TOTAL BID PRICE FOR THE ENTIRE CONTRACT WORK including the cost of labor, materials, equipment, parts, implements and supplies necessary to complete the project, as based on the City Engineer's estimate of quantities of work to be done.

_____ DOLLARS
_____ AND
CENTS \$ _____
(Figures)

All blank spaces appearing in the foregoing must be filled in. In case of discrepancy between words and figures, the words shall prevail.

The undersigned hereby declares that the cost of all necessary items for completion of this project are included in the unit prices quoted, all incidental costs having been taken into consideration even though said incidentals are not specifically listed in the specifications or shown on the plan. The undersigned is likewise aware of the fact that distances, quantities, and other estimated figures appearing on the plans or mentioned in the specifications or on this Proposal form are only approximate and declares that the unit prices shown above for the various items of work are based on distances and quantities calculated as the result of actual measures performed at the site of the project.

TIME FOR COMPLETION - The work on this project shall start within 7 calendar days from the date of receipt of written notice to proceed from the City Engineer and the Contractor agrees to complete the entire work within **180 working days** from Notice to Proceed.

In case all the work called for is not completed in all parts and requirements within the time specified, the City shall have the right to grant or deny an extension of time for completion, as may best serve the interest of the City. The Contractor shall not be assessed with penalties during the delay in the completion of the work caused by acts of God or of the Public Enemy, acts of the State, fire not due to acts of contractors or subcontractors, floods, epidemics, quarantine, restrictions, strikes, freight embargo or unusually severe weather, or delays of subcontractors due to such causes provided that the Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the City, in writing of the cause of the delay. The City will ascertain the facts and the extent of the delay, and the findings thereon shall be final and conclusive.

LIQUIDATED DAMAGES - Time is of the essence on this contract, and should the Contractor fail to finish the work on or before the time stated above, the Contractor shall be charged by the City, as liquidated and ascertained damages, the sum of One Thousand Dollars (\$1,000) assessment for each calendar day that the work remains incomplete beyond the dates specified (subject, however, to extension of time duly granted in the manner and for the causes specified in the Special Provisions) it being hereby expressly impracticable and extremely difficult to fix the actual damage which would or will be suffered in the event that the Contractor should fail fully to complete the

work within the time specified, and it would be further agreed that the charges per day as aforementioned shall be reasonable and proper in premise. The amount so charged shall be deducted by the City from any monies which otherwise are or become payable to the Contractor.

LIST OF SUBCONTRACTORS - The undersigned is required to fill in the following blanks in accordance with the provisions of Section 4104 of the Public Contract Code of the State of California and Section 2-3 of the Standard Specifications.

<u>Name Under Which Subcontractor Licensed</u>	<u>License No.</u>	<u>Location of the Place of Business</u>	<u>Specific Subcontract</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Subcontractors listed in accordance with the provision of Section 2-3 of the Standard Specifications must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work. All subcontractors listed shall attach copies of the Certificate of Insurance naming the Contractor as additional insured as part of their policy coverage.

The undersigned agrees to furnish proof that all contractors and subcontractors performing any work related to this improvement are complying with all the requirements of Social Security Legislation, both State and Federal, and also agrees to conform with the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code, as amended, concerning subcontractors and subcontracts.

Respectfully submitted,

Dated _____

FIRM NAME _____

SIGNATURE _____

Bidder

ADDRESS _____

TELEPHONE: BUSINESS _____

RESIDENCE _____

CONTRACTOR'S LICENSE NO. _____ CLASS _____ EXPIRATION DATE _____

STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER _____

Bidder is * _____

If a partnership, names of partners
If a corporation, names of President **or**
Vice President, **and** the Secretary **or**
Assistant Secretary

NAME

ADDRESS

I (we) hereby state and declare under the penalty of perjury under the laws of California, that the representations made herein are true and correct.

Executed on _____ 20__ at _____
California

*By: _____

*By: _____

Title: _____

Title: _____

- Please state whether the bidder is an individual, a partnership, a corporation, or an individual doing business under a fictitious name. If the bidder is a corporation, the following is required: 1) signatures of two corporate officers; or 2) a certified copy of the corporation bylaws, and a resolution of the Board of Directors which gives authority to the officers signing this agreement to execute contracts on behalf of the corporation. Also, refer to Paragraph 2-01 of the Standard Contractual Requirements.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

State of California
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 or 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 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.

Contractor

(attach appropriate notary acknowledgments)