DOCUMENT 00 41 13

BID FORM AND PROPOSAL

To: Governing Board of the San Rafael City Schools ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. _ _____, for the following project known as:

_____

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars $ _____

BASE BID

Broken Down As Follows:

East Parking Lot Quad Project:

_____ dollars $ _____

TLHS Ceramics Project:

_____ dollars $ _____

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Allowance**. The Bidder's Base Bid shall include the following allowances:

   a. $100,000 dollars for Unforeseen Conditions

   The above allowance shall only be allocated for unforeseen items relating to the Work or scope. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared an Allowance Expenditure Directive incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated. Any unused portion of the allowance will revert back to the District documented by a deductive change order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

2. **Purchase Price of Old Material.** Bidder specifically acknowledges and understands that if it is awarded the Contract, that pursuant to Education Code section 17550, that it will purchase and remove from the school grounds all old materials required by the specifications to be removed from any existing school building on the same school grounds and not required for school purposes and to state in his or her bid the amount which he or she will deduct from the price bid for the work as the purchase price of the old materials. The deducted amount must be shown separately below:

Deducted Purchase Price of Old Material

_____ dollars $ _____
Deductive

Commented [DWK1]: Describe material here

Commented [DWK2]: Include this provision if bidder is purchasing old materials from District. Delete if not applicable.

3. **OCIP.** Bidder specifically acknowledges and understands that if it is awarded the Contract, that it and its subcontractors shall participate in and comply with the owner-controlled or wrap-up insurance program (OCIP). Bidder and all of its subcontractors are required to exclude the cost of insurance provided by the OCIP from its bid price for the proposed scope of work, including subcontracted work whether or not the subcontractor is identified at the time of the bid. The excluded amount must be shown separately below:

Excluded Cost of Insurance

_____ dollars $ _____
Deductive

Commented [DWK3]: Describe insurance coverage here

Commented [DWK4]: Include this provision if district provides OCIP. Delete if no OCIP.

4. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

5. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.

6. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.

7. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.

8. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

9. The following documents are attached hereto:

- Bid Bond on the District's form or other security
- Designated Subcontractors List
- Site Visit Certification
- Non-Collusion Declaration
- Iran Contracting Act Certification
- OCIP Insurance forms

10. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

11. Bidder acknowledges that the license required for performance of the Work is a _____ _____ license.

12. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

14. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract

15. [Bidder agrees to comply with all requirements of the Project Labor Agreement].

16. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.

17. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions

Commented [DWK5]: For electronic submission, state:

"Photocopy of Bid Bond . . ."

Commented [DWK6]: If a Site Visit was required. If not required, delete

Commented [DWK7]: Required if contract value is $1,000,000 or more. If not required, delete

Commented [DWK8]: Delete if no OCIP

Commented [DWK9]: Delete if not applicable

Commented [DWK10]: Include this provision if this project uses federal funds

existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

18. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

19. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.

20. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

21. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class:_____ Expiration Date: _____

No.: _____ Class:_____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT