

## 03-BID FORM

**Name of Bidder:**

**Project: Pool Resurfacing Project**

**Project #:**

**To:** , referred to as "OWNER."

A. In compliance with your Notice to Contractors Calling for Bids and related documents, the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above-referenced project, including sheeting, shoring, and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, within the time limits set for completion of all work, all in strict conformity with the drawings and specifications and other contract documents, including Addenda Nos. on file at the office of OWNER for the Base

Bid sum of:

*[list all]*

dollars.

*[written in words]*

\$ .

*[written in numbers]*

B. If any of the following alternate bids are utilized and awarded, the undersigned agrees to make price adjustments, as indicated, to the Base Bid.

### **ALTERNATE BID 1:**

*[description of alternate]*

Bid 1. State the amount to be ☐ **added** ☐ **deducted** to/from the Base Bid for Alternate  
*[select one]*

dollars.  
*[written in words]*

\$ .  
*[written in numbers]*

**ALTERNATE BID 2:**

*[description of alternate]*

Bid 2. State the amount to be ☐ **added** ☐ **deducted** to/from the Base Bid for Alternate  
*[select one]*

dollars.  
*[written in words]*

\$ .  
*[written in numbers]*

**ALTERNATE BID 3:**

*[description of alternate]*

Bid 3. State the amount to be ☐ **added** ☐ **deducted** to/from the Base Bid for Alternate  
*[select one]*

dollars.  
*[written in words]*

\$ .  
*[written in numbers]*

**REFER TO ANY ATTACHMENTS TO THIS BID FORM  
FOR ADDITIONAL ALTERNATES**

C. The Bidder agrees that upon written notice of acceptance of this bid, he will execute the contract and provide all bonds and other required documents within ten (10) working days after contract award.

D. Attached is bid security not less than 10 percent of the bid, in the amount of \$ \_\_\_\_\_, in the form of ☐ (cash) ☐ (bid bond) ☐ (certified check) ☐ (cashier's check).  
*[check one]*

E. The Bidder acknowledges that OWNER reserves the right to accept or reject any and/or all Base Bids and alternate bids. This entire bid shall remain open and active for sixty (60) days after bid opening, and any alternate bids not initially awarded shall remain active, as an irrevocable offer by the Bidder to enter into either a change order or separate contract, for up to six months after award of the contract.

F. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time after that before this bid is withdrawn, the Bidder will execute and deliver to OWNER the Agreement and will also furnish and deliver to OWNER the Performance Bond and a separate Payment Bond as specified, certificates of insurance, and other required documents.

G. It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Construction Agreement, bonds, insurance certificates, and other required documents to OWNER within the time specified, the bid security shall be forfeited to OWNER.

H. In submitting this bid, the Bidder offers and agrees that if the bid is accepted it will assign to OWNER all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 and following sections) arising from purchases of goods, materials, or services by the Bidder for sale to OWNER pursuant to the bid. Such assignment shall be made and become effective at the time OWNER tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4552.)

I. The Bidder hereby certifies that it is, and at all times during the performance of work under the Contract Documents shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless, and defend OWNER against any and all actions, proceedings, penalties, or claims arising out of the Bidder's failure to comply strictly with the IRCA.

J. The Bidder understands that a licensed contractor shall not submit a bid to a public agency unless the Bidder's contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, may be considered

non-responsive and may be rejected by the public agency.

K. Bidder's contractor's license is:

*[number]*

*[class]*

*[expires]*

*[DIR registration number]*

*[expires]*

L. Attached is Bidder's AB 1565 Prequalification Questionnaire Validation Form (if required by the Notice to Contractors Calling for Bids, paragraph 20, and the Instructions to Bidders, paragraph 36).

M. The undersigned hereby declares that all of the representations of this bid, including all documents comprising the bid package, are true and are made under penalty of the perjury laws of the State of California.

### **INDIVIDUAL/DBA**

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

Print Name:

Business Address:

Date:            Telephone:

### **PARTNERSHIP**

Partnership Name:

\*By: \_\_\_\_\_, Partner

Print Name:

Business Address:

Date:            Telephone:

Names of Other Partners:

## CORPORATION

Corporation Name: \_\_\_\_\_, a \_\_\_\_\_ Corporation.  
(State of Incorporation)

Business Address:

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

\*By: \_\_\_\_\_ [Required] [Seal]  
(President/Chief Executive Officer/Vice President) [Circle One]

Print Name:

\*By: \_\_\_\_\_ [Required]  
(Secretary/Treasurer/Chief Financial Officer/Assistant Treasurer) [Circle One]

Print Name:

## JOINT VENTURE

Joint Venturer Name:

\*Signed by: \_\_\_\_\_ (Joint Venturer)

Print Name:

Business Address:

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

Other Parties to Joint Venture:

If an individual joint venturer:

\*By: \_\_\_\_\_ (Signature)  
Print Name:

If a DBA joint venturer:

\*By: \_\_\_\_\_ (Signature)  
Print Name:

If a partnership joint venturer:

\*By: \_\_\_\_\_ (Signature)

Print Name:

If a Corporation joint venturer:

**[Seal]**

(Name)

a \_\_\_\_\_ Corporation.  
(State of Incorporation)

\*By: \_\_\_\_\_

Print Name:

Title:

**\*Important Notice:** Labor Code § 1771.1(a) provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded." Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.