

BID FORM

CALIFORNIA-AMERICAN WATER COMPANY SOUTHERN DISTRICT - CITY OF BELLFLOWER

SYSTEM 4 WATER MAIN REPLACEMENT PROJECT (MAPLEWOOD ST, CLOVERWOOD ST, GLANDON ST, ARDIS AVE, BLAINE AVE)

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: California-American Water Company, 655 West Broadway, Suite 1410, San Diego, CA 92101 Attn: Manager, Procurement
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - D. Appendix A Diverse Business Enterprise Requirement Statement of the Supplementary Conditions completely filled out, signed and submitted with bid
 - E. Appendix E Non-Collusion Affidavit of the Supplementary Conditions filled out, signed and submitted with bid.
 - F. Provide Proof of registration as a public works contractor and subcontractors within the State of California
 - G. Provide Proof from the manufacturer the materials offered meet the Buy America Act Provisions and domestic preference for procurements (2 CFR § 200.321).

ARTICLE 3—BASIS OF BID

- 3.01 *Lump Sum Bids*
 - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 1. Lump Sum Contract Price

Bidder: _____

Lump Sum Bid Price	\$
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B. All specified cash allowance(s) are included in the price(s) set forth above

3.02 Supplemental Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Spec. Section	Item Quantity	Item Unit	Item Description	Unit Cost	Total Item Cost
1	-	1	LS	General Conditions & Mobilization		
2	-	1	LS	City of Bellflower ROW Permit Fees	\$10,000*	\$10,000*
3	-	1	LS	Contract Bonds		
4	01570	1	LS	Traffic Control, Detours & Access		
5	02540	1	LS	Dust Control		
6	-	1	LS	Clearing, Grubbing & Demolition		
7	-	1	LS	Implementation of Storm Water BMPs		
8	15065	6,115	LF	8" DIP Class 52 WM and Fittings, Trenching Complete		
9	15150	24	EA	8" RW Gate Valve, Valve Box & Cover		
10	15150	1	EA	6" RW Gate Valve, Valve Box & Cover		
11	15150	5	EA	4" RW Gate Valve, Valve Box & Cover		
12	15000	165	EA	1" Water Service		
13	15150 15181	8	EA	Fire Hydrant		
14	15065	7	EA	Connection to Existing Main		
15	City Std Dwgs	6,115	LF	Trench Resurfacing		
16	-	168	EA	Pothole Crossing Utility		
17	01500	1	LS	Install Tack Welded Temporary Trench Steel Plates as Needed per City of Bellflower		
18	-	1	LS	Removal of Pipe, Valves & Ancillary Items		
19	City Std Dwgs	1	LS	Curb, Gutter, and Sidewalk Restoration		
20	15025 15030	1	LS	Disinfecting, Flushing, and Testing Pipelines		
21	-	1	LS	Geotechnical Testing Services by Independent Testing Laboratory Selected by CAW	\$5,000*	\$5,000*
22	01000	1	LS	Miscellaneous Facilities & Operations		
TOTAL BID AMOUNT						

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$
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3.04 *Alternates*

Bidder will provide alternative equipment and/or materials (if any) as listed below in lieu of the specified equipment and/or materials in accordance with the General Requirements in Specification Section 11 23 00 – Alternates.

Owner may select items of any manufacturer or supplier listed in the following tabulation. Bidder will furnish and install such items selected for a Contract Price equal to the Lump Sum Contract Price, adjusted by the amount of deduction for the substituted item(s).

In the following tabulation, the name of the manufacturer or supplier entered on line (a) is the name of the manufacturer or supplier named in the Specifications for that item and the cost for providing that specified item is included in the Lump Sum Contract Price. If the name of the manufacturer or supplier is not shown on line (a), it is understood that the Lump Sum Contract Price includes the cost for providing the item furnished by the manufacturer or supplier first named in that portion of the Specification pertaining to the equipment and/or materials being substituted.

Names of alternative manufacturers and suppliers shown on lines (b) and (c) with the respective prices to be deducted from the Lump Sum Contract Price should the Owner elect to accept the alternative items.

ALTERNATIVE EQUIPMENT AND/OR MATERIALS

Spec. Section	Item and Manufacturer or Supplier	Deduct from Base Bid
_____	(a) _____	_____
	(b) _____	_____
	(c) _____	_____
_____	(a) _____	_____
	(b) _____	_____
	(c) _____	_____
_____	(a) _____	_____
	(b) _____	_____
	(c) _____	_____

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 16.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for sixty **(60)** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda

Addendum Number	Addendum Date

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ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____