Bidder's Name: _____ (enter on each bid form page)

City of
**Santa Monica®**

# CONSTRUCTION
# BID FORM

## Pico Branch Library
## SP-2119

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**BID FORM**

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL
City of Santa Monica
1685 Main Street
Santa Monica, California 90401

The undersigned hereby submits the following Bid to conduct the Work described in the Bid Documents. It is understood and agreed that:

**1.0 INTRODUCTION**

All Work shall be completed within the price shown herein below and within the Contract Time. Submission of a Bid will be deemed a binding offer for one hundred twenty (120) Days from the Bid opening. The undersigned agrees to enter into the Construction Contract contained in the Bid Documents on the terms contained therein. Capitalized terms used herein shall have the meanings assigned to them in the Bid Documents.

**2.0 INSTRUCTIONS TO BIDDERS**

The undersigned acknowledges receiving the Instructions to Bidders and hereby agrees to the terms set forth therein.

**3.0 DOCUMENT EXAMINATION**

The undersigned has carefully examined all Bid Documents.

**4.0 ERRORS AND OMISSIONS**

The undersigned fully understands the scope of Work and has checked carefully all words and figures inserted in this Bid and further understands that the City of Santa Monica will be in no way responsible for any errors and/or omissions in the preparation of the Bid. In case of discrepancy between words and figures, the words shall prevail.

**5.0 WORK START-UP**

The undersigned agrees, acknowledges and is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of this Contract if it is awarded to the undersigned.

The undersigned will not begin the Work until all requirements in regard to bonds and insurance have been satisfied, the Contract has been executed and the Notice to Proceed has been issued. The undersigned understands that time is of the essence with respect to all time limits set forth in the Contract Documents and will complete all Work within the Contract Time specified in the Contract

Documents. The undersigned will execute the Contract and furnish the required statutory bonds and Certificates of Insurance within the period of time specified in the Contract Documents.

## 6.0 NON-COLLUSION AFFIDAVIT

The undersigned hereby declares under penalty of perjury:

A. That this Bid is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named.
B. That it has not directly or indirectly induced or solicited any other Bidder to put in a sham Bid or any other person, firm, or corporation to refrain from bidding.
C. That it has not in any manner sought by collusion to secure any advantage over any other Bidder.
D. That it has not in any way, directly or indirectly, entered into any arrangement or agreement with any other Bidder, or with any public officer of the City of Santa Monica whereby the undersigned executing this affidavit has paid or shall pay to such other Bidder or public officer any sum of money, or has given or shall give to such other Bidder or public officer anything of value whatsoever.
E. That the undersigned executing this affidavit has not directly or indirectly, entered into any arrangement or agreement with any other Bidder or Bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for.
F. That no Bid has been accepted from any Subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any Subcontractor or supplier or which has the effect of keeping a Subcontractor or supplier from bidding to any Contractor who does not use the facilities of or accept Bids from or through such bid depository.
G. That no inducement of any form or character other than that which appears upon the face of the Bid will be suggested, offered, paid or delivered to any person for the purpose of affecting the award of the Contract.
H. That it does not have any agreement or understanding of any kind whatsoever, with any person to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this Bid.

## 7.0 BID GUARANTEE OR BIDDER'S BOND

In the event the undersigned fails to execute a Construction Contract and furnish the required bonds and insurance therefore within the time provided by the Request for Bids, the undersigned agrees that the City of Santa Monica shall recover or retain as liquidated damages all amounts equal to ten percent (10%) of the total amount of the award made, all in accordance with the foregoing stipulations.

If the Bidder desires to submit a bond with the Bid instead of cash, a certified check or a cashier's check, the form attached hereto and incorporated herein as Attachment A should be executed.

## 8.0 PRE-BID SITE INSPECTION CERTIFICATION

The undersigned hereby certifies that it and its Subcontractors have inspected the Site for the performance of the Work and fully acquainted itself with all conditions and matters which might in any way affect the Work, time of completion or the cost thereof.

Bidders must examine and judge for themselves the location, surroundings, physical condition, and nature of any work to be done. The undersigned acknowledges that it is satisfied as to the character, quality and quantities of surface and subsurface materials or obstacles to be encountered and the condition of Existing Improvements insofar as reasonably ascertainable from a careful inspection of the Site and from the geological investigation reports, data and similar information made available by the City. Submission of the Bid by the undersigned shall be conclusive evidence that the undersigned has made such an examination and included all costs associated with preparing the Site for the intended Work.

The Drawings for the Work show conditions as they are supposed or believed to exist. The conditions shown do not constitute a representation or warranty express or implied by the City or its officers that such conditions actually exist.

The Bidder also certifies it has observed the designated Contractor Work areas, material and equipment storage areas, access routes, as well as the ability to protect existing surface and subsurface improvements. No claim for allowance--time or money--will be allowed for such matters.

Persons who inspected site of the proposed Work for your firm:

Name: _____

Title: _____

Date of Inspection: _____

Name: _____

Title: _____

Date of Inspection: _____

## 9.0 TOTAL BID

To determine the lowest monetary Bidder, the City will calculate the Total Bid, which will equal the sum of the Base Bid listed in Attachment B. The Contract will be awarded to the Best Bidder in accordance with Santa Monica Municipal Code Section 2.24.072.

## 10.0 REJECTION OF BIDS

The City reserves the right, in its sole discretion, to reject all Bids, delete construction items, and/or decrease quantities of Unit Price items, or waive any minor irregularities in the Bids.

## 11.0 DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100 et seq. of the California Public Contract Code, and any amendments thereto, the undersigned shall set forth below the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the Contractor's Total Bid, and shall further set forth the trade(s) that will be done by each Subcontractor and the dollar amount of each subcontract. Only one Subcontractor for each such trade shall be listed. If there are additive alternates, the Contractor must list any subcontractors performing in excess of one-half (1/2) of one percent (1%) of the Contractor's Total Bid.

If the Contractor fails to specify a Subcontractor for any portion of the Work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the Work except in cases of public emergency or necessity, and then only after the City, in a finding reduced to writing as a public record of the City, sets forth the facts constituting the emergency or necessity.

Re-subletting or re-subcontracting of any portion of the Work for which a subcontractor was designated in the original Bid shall only be permitted for the reasons and according to the procedures set forth in Sections 4100 et seq. of the California Public Contract Code.

Bidder's Name: _____ (enter on each bid form page)

| CSI Div No | Trade | Subcontractor/Supplier Name, Phone, & License No | Address | Portion of Work (dollar amount) |
|---|---|---|---|---|
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Bidder's Name: _____ (enter on each bid form page)

| CSI Div No | Trade | Subcontractor/Supplier Name, Phone, & License No | Address | Portion of Work (dollar amount) |
|---|---|---|---|---|
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Except for the Subcontractors listed above and for the Subcontractors who will perform work in an amount less than one-half (1/2) of one percent (1%) of the Contractor's Total Bid, the Contractor acknowledges that the Contractor will perform all required work as required by Section 4106 of the Public Contract Code.

**12.0 PRE-BID QUALIFICATION STATEMENT (if applicable)**

The Contractor Pre-Qualification Statement" submitted as Phase One of the Bid Process does NOT need to be resubmitted with the Bid (Phase Two), but is considered part of the Contractor's overall Bid package and is hereby incorporated by reference into this Bid.

**13.0 BIDDER'S QUALIFICATION STATEMENT**

The City reserves the right, after reviewing the qualification statements, to reject any and all Bids, and to award the Bid to the Best Bidder. The following qualification statements are intended for the purpose of determining the Bidder qualified to provide successful performance on the type of work required to construct this Project.

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

Submitted To: City of Santa Monica

Address: 1685 Main Street, Santa Monica, CA 90401

Submitted By: _____

Address: _____

Principal Office: _____

A. __ Corporation __ Partnership __ Joint Venture

__ Individual __ Other (specify): _____

a. If a Corporation, answer the following questions:

Date of Incorporation: _____

Place of Incorporation: _____

President's Name: _____

Bidder's Name: _____ (enter on each bid form page)

Vice-President's Name (s): _____

Secretary or Clerk's Name: _____

Treasurer's Name: _____

Agent for Service: _____

Signatory(ies): _____

Title(s): _____

b. If a Partnership, answer the following questions:

Type of Partnership (Limited or General): _____

Date of Organization: _____

Location where Partnership formed: _____

Name(s) and Address(es) of Partner(s): _____

Authorized Signatory(ies): _____

c. If a Joint Venture, answer the following questions:

Date of Formation: _____

Place of Formation: _____

Authorized Signatory(ies): _____

d. If an Individual, signature: _____

e. If Other, answer the following questions:

Nature of Organization: _____

Name of Principals: _____

Authorized Signatory(ies): _____

B. Number of years engaged in construction business under present firm or trade name: _____

Under what other name or former names has your business operated? _____

Identify all other business names used by any corporate officers/partners/principals within the past five years _____

C. Contractor Representative: _____

Title: _____

Alternate: _____

Title: _____

D. Staff Roster/Functions:

Furnish a proposed organization chart that includes all positions and names of personnel anticipated to be assigned to the Project and indicate whether full or part time.

List key members of your staff who will be assigned to or responsible for Work as a team member on this Project and provide the following information for each individual:

| | Project Executive | Project Superintendent | Project Manager |
|---|---|---|---|
| Name | | | |
| Years with Company | | | |
| Years in Position | | | |
| Projects Completed and for Whom | | | |
| | | | |
| | | | |

Bidder's Name: _____ (enter on each bid form page)

E. Construction Experience:

Bidders participating in this publicly bid contract must have completed at least three projects similar in nature to the Project subject of this Bid in the last ten (10) years, each having an in place value of at least **$7,500,000**. List these projects below.

a. Owner: _____

Project Location: _____

Type of Project: _____

Phone Number: _____

Contact Person: _____

b. Owner: _____

Project Location: _____

Type of Project: _____

Phone Number: _____

Contact Person: _____

c. Owner: _____

Project Location: _____

Type of Project: _____

Phone Number: _____

Contact Person: _____

d. Owner: _____

Project Location: _____

Type of Project: _____

_____

Bidder's Name: _____ (enter on each bid form page)

Phone Number: _____

Contact Person: _____

e. Owner: _____

Project Location: _____

Type of Project: _____

Phone Number: _____

Contact Person: _____

F. List the construction projects in excess of **$7,500,000** your organization has in progress:

a. Owner: _____

Project Location: _____

Type of Project: _____

Phone Number: _____

Contact Person: _____

b. Owner: _____

Project Location: _____

Type of Project: _____

Phone Number: _____

Contact Person: _____

c. Owner: _____

Project Location: _____

Type of Project: _____

Phone Number: _____

Bidder's Name: _____ (enter on each bid form page)

Contact Person: _____

d. Owner: _____

Project Location: _____

Type of Project: _____

Phone Number: _____

Contact Person: _____

e. Owner: _____

Project Location: _____

Type of Project: _____

Phone Number: _____

Contact Person: _____

G. Have you or your firm or any principal in your firm ever been adjudged bankrupt in any voluntary or involuntary bankruptcy proceeding?

__ Yes __ No

If yes, when and where?

_____

_____

H. Claims and Litigation:

Contractor as Defendant

Have you, your firm, or any principal in your firm **ever** had any claims filed against you by any "owner" (including a public agency owner), bonding company, subcontractor or supplier?

__ Yes __ No

If yes, describe the nature of each claim and its resolution.

_____

_____

Bidder's Name: _____ (enter on each bid form page)

_____

_____

Have you, your firm, or any principal in your firm **ever** had been sued by any "owner" (including a public agency owner), or bonding company insuring said "owner" for default on a contract?

__ Yes __ No

If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit.

_____

_____

Have you, your firm, or any principal in your firm **ever** been sued by a subcontractor or material supplier for default on a contract?

__ Yes __ No

If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit.

_____

_____

During the past 5 years have you, your firm, or any principal in your firm been a defendant in any lawsuit besides those described in the paragraphs above?

__ Yes __ No

If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit.

_____

_____

Contractor as Claimant or Plaintiff

Have you, your firm, or any principal in your firm **ever** filed a claim against an "owner" (including any public agency owner) or a bonding company insuring an "owner" for any claims arising under any contract?

__ Yes __ No

If yes, provide details as to the nature, date and resolution of any such claim.

_____

_____

Have you, your firm, or any principal in your firm **ever** filed a lawsuit against an "owner" (including any public agency owner) or a bonding company insuring an "owner" for any disputes arising under any contract?

__ Yes __ No

If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit.

_____

_____

Binding Arbitration

Have you, your firm, or any principal in your firm **ever** had to submit to binding arbitration to resolve a dispute arising from a contract?

__ Yes __ No

If yes, what were the circumstances and outcome of such arbitration?

_____

_____

I. The Contractor's bonding companies must meet the requirements set forth in the Bid Documents.

Provide information regarding the company(ies) that will be providing bonding coverage for this project:

Name of Firm: (1) _____ (2) _____

Address: _____ _____

Telephone: _____ _____

Has **any** bonding company ever refused to bond your firm for a contract?

__ Yes __ No

If yes, what were the circumstances?

_____

_____

J. Has a bonding company ever been required to pay on a bond issued to your firm for a contract?

__ Yes __ No

If yes, what were the circumstances?

_____

_____

K. Delays in Project Completion

Has your firm **ever** failed to complete a project by the construction deadline specified in the contract?

__ Yes __ No

If yes, describe the nature of the particular project, the original number of contract days specified for completion, the reasons for any delays, any change orders extending the time of completion, and the total number of days actually required to complete the project.

_____

_____

_____

_____

Has your firm **ever** been penalized with liquidated damages for failure to complete the terms of a contract within a specified time?

__ Yes __ No

If yes, what were the circumstances?

_____

_____

_____

L. Has your firm **ever** been penalized for failure to pay prevailing wages to any persons performing work under a contract, including subcontractors?

__ Yes __ No

If yes, what were the circumstances?

_____

_____

M. Has your firm ever terminated or abandoned a contract prior to completion of all work on the project?

__ Yes __ No

If yes, what were the circumstances?

_____

_____

Has any "owner" (including a public agency owner) ever terminated a contract with your firm prior to completion of this project?

__ Yes __ No

If yes, what were the circumstances?

_____

_____

N. List or attach your major equipment available for this Contract.

_____

_____

O. The Contractor's insurance carriers must meet the requirements set forth in the Bid Documents.

Provide information regarding your insurance agent or agents who will be providing insurance certificates evidencing required coverages for the project:

| | | |
|---|---|---|
| Name of Agent: | (1) _____ | (2) _____ |
| Name of Firm: | _____ | _____ |
| Address: | _____ | _____ |
| Telephone: | _____ | _____ |

P. Provide your banking references:

| | | |
|---|---|---|
| Name of Agent: | (1) _____ | (2) _____ |
| Name of Firm: | _____ | _____ |
| Address: | _____ | _____ |
| Telephone: | _____ | _____ |

Q. Provide information regarding your on-site quality control.

_____

_____

Bidder's Name: _____ (enter on each bid form page)

## 14.0 ADDENDA

The Bidder shall acknowledge receipt of all Addenda, if any:

| Addendum No. | Date Received |
|---|---|
| | |
| | |
| | |
| | |
| | |

## 15.0 BIDDER'S ACKNOWLEDGMENT

The undersigned hereby declares under penalty of perjury that:

A. Its firm has a net worth greater than 50% and liquidity greater than 10% of the Bid amount.

B. All necessary resources will be dedicated to complete this project within the designated contract period.

C. The full names and residence of all persons and parties interested in the foregoing proposal, as principals, are as follows:

| | |
|---|---|
| (full name) | (residence) |
| (full name) | (residence) |
| (full name) | (residence) |

NOTICE: Give first and last names in full; in case of a corporation, give names of the President, Secretary, Treasurer and Manager, and affix the corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

| | |
|---|---|
| (Contractor's Business Name) | (Submitted by - signature) |
| (Business Address) | (Title) |
| (City) (State) (Zip) | (Business Phone Number) |
| (Contractor's License Number) | (License Expiration Date) |
| (License Classification) | |

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Respectfully submitted,

| | |
|---|---|
| (Signature and Name) | (Date) |

Bidder's Name: _____ (enter on each bid form page)

# ATTACHMENT A - BID GUARANTEE OR BIDDER'S BOND

(BIDDER'S BOND TO ACCOMPANY BID)

Attached hereto is cash, a certified check, a cashier's check or a Bidder's bond in the amount of:

Dollars $_____ said amount _____
(in figures) (in words)
being not less than ten percent (10%) of the amount bid, which it is agreed shall be retained as liquidated damages by the City of Santa Monica if the undersigned fails or refuses to execute the Construction Contract and furnish the required bonds and certificates of insurance within the time provided.

KNOW ALL PERSONS BY THESE PRESENTS,

That _____, as Principal, and _____, as Surety, are held and firmly bound unto the CITY OF SANTA MONICA, hereinafter called "CITY" in the sum of ten percent (10%) of the Bid amount for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform all work required under the Contract Documents of the City for the project entitled:

_____

NOW THEREFORE, if said Principal is awarded the Construction Contract by said City and within the time and in the manner required under the heading "Instructions to Bidders" included with said Contract Documents, enters into a written contract on the form of "Construction Contract" included with said Contract Documents, and furnishes the required bonds to the satisfaction of the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise it shall remain in full force and effect and the sum guaranteed by this bond shall, at the option of the City, be forfeited to the City. In the event suit is brought upon this bond by said City and judgment is made in favor of the City, said Surety shall pay all costs incurred by said City in such suit, including reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this ____ day of _____, 20___.

_____
(Principal)

By: _____
(Signature)

SEAL AND NOTARY

ACKNOWLEDGMENT OF SURETY

_____
(Seal)

# ATTACHMENT B – BASE BID

(TO ACCOMPANY BID)

The Bidder agrees to provide and install all Work as described in the Contract Documents, including licenses, permits, fees, taxes, overhead, bond and insurance, for the lump sum set forth below. The quantities set forth in the below unit prices are an approximation. The City does not represent that the actual quantity of any item will equal the approximate quantity stated. In addition the City shall have the right to increase or decrease any item for which an approximate quantity is stated, based on unit price Bid, or to require changes in the Contract Documents which do not in the opinion of the City materially change the character of the Work of the item from that on which the Bidder based its unit price Bid. The Contract Sum will be adjusted at the Unit Prices quoted on the basis of actual quantities measured during the Work. As noted above, the Work described in the Unit Prices is in addition to the quantities currently shown in the Contract Documents as part of the Work of the Base Bid. Also as noted below, the quantities quoted in the below Unit Prices are an approximation and are not intended to represent actual quantities.

| Div. No. | Item Description | Unit | Quantity | Unit Price (in words) | Unit Price (in figures) | Extended Total Cost (in figures) |
|---|---|---|---|---|---|---|
| 1 | General Conditions | LS | | N/A | N/A | |
| 2 | Demolition | LS | | N/A | N/A | |
| 3 | Concrete | LS | | N/A | N/A | |
| 4 | Masonry | LS | | N/A | N/A | |
| 5 | Metals | LS | | N/A | N/A | |
| 5A | Building Steel | LS | | N/A | N/A | |
| 5B | Trellis Steel | LS | | N/A | N/A | |
| 5C | Canopy Steel | LS | | N/A | N/A | |
| 6 | Wood & Plastics | LS | | N/A | N/A | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 6A | Rough Carpentry | LS | | N/A | N/A | |
| 6B | Int. Arch. Woodwork | LS | | N/A | N/A | |
| 7 | Thermal & Moisture Protect. | LS | | N/A | N/A | |
| 7A | Insulation | LS | | N/A | N/A | |
| 7B | Preformed Wall Panels | LS | | N/A | N/A | |
| 7C | Thermoplastic Roofing | LS | | N/A | N/A | |
| 8 | Doors and Windows | LS | | N/A | N/A | |
| 8B | Glazing | LS | | N/A | N/A | |
| 9 | Finishes | LS | | N/A | N/A | |
| 9A | Acoustical Plaster Systems | LS | | N/A | N/A | |
| 9B | Lath and Portland Cement Plaster | LS | | N/A | N/A | |
| 9C | Cork Tile Flooring | LS | | N/A | N/A | |
| 9D | Access Flooring | LS | | N/A | N/A | |
| 10 | Specialties | LS | | N/A | N/A | |
| 11 | Equipment | LS | | N/A | N/A | |
| 12 | Furnishings | LS | | N/A | N/A | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 12A | Window Shades | LS | | N/A | N/A | |
| 13 | Special Construction | LS | | N/A | N/A | |
| 13A | Fabric Canopy | LS | | N/A | N/A | |
| 21 | Fire Protection | LS | | N/A | N/A | |
| 22 | Plumbing | LS | | N/A | N/A | |
| 23 | HVAC | LS | | N/A | N/A | |
| 23B | Building DDC | LS | | N/A | N/A | |
| 26 | Electrical | LS | | N/A | N/A | |
| 26A | Photovoltaic and Support | LS | | N/A | N/A | |
| 26B | Light Fixtures | LS | | N/A | N/A | |
| 27 | Communications | LS | | N/A | N/A | |
| 27A | Audio-Visual Communications | LS | | N/A | N/A | |
| 31 | Earthwork | LS | | N/A | N/A | |
| 32 | Exterior Improvements | LS | | N/A | N/A | |
| 33 | Utilities | LS | | N/A | N/A | |
| | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| Allow. #1 | Tech Logic Corp. | LS | | N/A | N/A | 199,182.38 |
| Allow. #2 | Interra Inc. | LS | | N/A | N/A | 91,900 |
| Allow. #3 | Network Infrastructure and Network Active Equipment | LS | | N/A | N/A | 61,500 |
| Allow. #4 | 250 cu. yd. Soil Excavation and Disposal | CY | 250 | | | |
| Allow. #5 | Misc. Struct. Steel | LBS | 2000 | | | |
| Allow. #6 | Structural Steel Detailing. | LS | | N/A | N/A | 18,000 |
| Allow. #7 | Exist. Operating Facility Limitations | LS | | N/A | N/A | 25,000 |
| Allow. #8 | Additional Misc. Devices | LS | | N/A | N/A | 25,000 |
| Allow. #9 | Unforeseen Exist. Conditions | LS | | N/A | N/A | 15,000 |
| Allow. #10 | Architectural Concrete | LS | | N/A | N/A | 10,000 |
| Allow. #11 | Security System | LS | | N/A | N/A | 22,500 |
| Allow. #12 | Contingency Allowance | LS | | N/A | N/A | 75,000 |
| Allow. #13 | Plan Check Contingency Allowance | LS | | N/A | N/A | 75,000 |

**TOTAL BASE BID (in figures): $ _____**

**TOTAL BASE BID (in words): _____**

## Unit Prices

| No. | Item Description | Unit | Quantity | Unit Price (in words) | Unit Price (in figures) |
|---|---|---|---|---|---|
| Unit Pr. #1 | Removal of unsatisfactory soil and replacement | CY | 1 | | |
| Unit Pr. #2 | Cutting and patching of concrete floor slabs | SF | 1 | | |
| Unit Pr. #3 | Miscellaneous and structural steel | SF | 1 | | |
| Unit Pr. #4 | Cutting and patching of A.C. paving | SF | 1 | | |
| Unit Pr. #5 | Cutting and patching of resin pavement | SF | 1 | | |
| Unit Pr. #6 | Additional photovoltaic panels | Kw | 1 | | |

# ATTACHMENT C – ADDITIVE/DEDUCTIVE ALTERNATE BID

(TO ACCOMPANY BID, IF APPLICABLE)

The Bidder agrees to provide an additive/deductive for the Alternate items listed herein as part of the overall Work. The quantities set forth in the below unit prices are an approximation. The City does not represent that the actual quantity of any item will equal the approximate quantity stated. In addition the City shall have the right to increase or decrease any item for which an approximate quantity is stated, based on unit price Bid, or to require changes in the Contract Documents which do not in the opinion of the City materially change the character of the Work of the item from that on which the Bidder based its unit price Bid. The Contract Sum will be adjusted at the Unit Prices quoted on the basis of actual quantities measured during the Work. As noted above, the Work described in the Unit Prices is in addition to the quantities currently shown in the Contract Documents as part of the Work of the Base Bid. Also as noted below, the quantities quoted in the below Unit Prices are an approximation and are not intended to represent actual quantities.

| Item No. | Item Description | Unit | Quantity | Unit Price (in words) | Unit Price (in figures) | Extended Total Cost (in figures) |
|---|---|---|---|---|---|---|
| 1 | Alt. No. 1 per Section 012300 | | | | | |
| 2 | Alt. No. 2 per Section 012300 | | | | | |
| 3 | Alt. No. 3 per Section 012300 | | | | | |
| 4 | Alt. No. 4 per Section 012300 | | | | | |
| | | | | | | |

**TOTAL ADDITIVE/DEDUCTIVE ALTERNATE BID (in figures): $ _____**

**TOTAL ADDITIVE/DEDUCTIVE ALTERNATE BID (in words): _____**

**TOTAL ADDITIVE/DEDUCTIVE ALTERNATE BID PLUS BASE BID (in figures): $ _____**

**TOTAL ADDITIVE/DEDUCTIVE ALTERNATE BID PLUS BASE BID (in words): _____**

City of Santa Monica

# ATTACHMENT D – INSURANCE REQUIREMENTS

## Minimum Insurance Requirements for Public Works Projects

### CONTRACTOR'S INSURANCE

Prior to commencing the Work, Contractor shall procure and maintain at Contractor's own cost and expense, insurance as required, against claims for injuries to persons or damages to property which may arise out of or result from the performance of the Work by Contractor, its Subcontractors or Sub-subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Unless otherwise required in the Special Provisions and Technical Specifications, Contractor shall obtain insurance of the types and in the amounts described below:

### MINIMUM LIMITS OF INSURANCE

1. Commercial General and Umbrella Liability Insurance: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $3,000,000 each occurrence/$3,000,000 in the annual aggregate. Limits may be provided in a "layered" program, by means of primary and umbrella policies.

2. Business Auto and Umbrella Liability Insurance: Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident. Limits may be provided in a "layered" program, by means of primary and umbrella policies.

3. Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of $1,000,000 per accident for bodily injury or disease.

### MINIMUM SCOPE OF INSURANCE

1. CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from:

   a. Premises - operations.
   b. Independent contractors - subcontractors.
   c. Products/completed operations.
   d. Personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
   e. Explosions, collapse and underground hazards.
   f. Broad form contractual.
   g. Broad form property damage.

2. Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or on a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**
Any deductibles or self-insured retentions must be declared to and approved by City. Any and all deductibles for required insurance policies shall be assumed to be by and for the account of, and at the sole risk of, Contractor. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees or volunteers; or Contractor shall provide a financial guarantee satisfactory to City of guaranteeing payment of Losses, related investigation, Claim administration and defense expenses.

**OTHER INSURANCE PROVISIONS**
The General Liability and Automobile Liability policies shall contain, or be endorsed to contain the following provisions:

1. The Construction Manager, City, Design Consultant, and its officers, officers, officials, employees and volunteers, as applicable, are to be covered as additional insureds, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage. Coverage as additional insureds includes liability for and relating to the Work to be performed by Contractor; premises owned, leased, or used by Contractor; or premises on which Contractor is performing services on behalf of City. City, Construction Manager and Design Consultant and other additional insureds mentioned in this Paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such insurance coverage.

2. For any Claims related to this Project, Contractor's insurance coverage shall be primary insurance as respects the Construction Manager, City, its, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of Section 2782 of the Civil Code.

4. A Severability of Interest Clause stating that: The term "insured" is hereby used severally and collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurers' liability.

5. A Cross Liability Clause stating that: In the event of Claims being made under any of the coverages of the policies referred to herein by one or more insureds hereunder for which another insured hereunder may be liable, then the policies shall cover such insureds against whom a Claim is made or may be made in the manner as if separate policies had been issued to each insured hereunder. Nothing contained herein, however, shall operate to increase the insurers' limits of liability as set forth in the insuring agreements.

**GENERAL LIABILITY, WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**
The Worker's Compensation, Employer's Liability and General Liability insurances shall include provision by which the insurer shall agree to waive all rights of subrogation against the Construction Manager, City, its officers, officials, employees and volunteers for Losses arising from activities and operations of Contractor in the performance of services under the Contract.

**ALL COVERAGES**

1. Cancellation Notice Requirements: All insurance policies provided under the Contract Documents shall be endorsed to state that coverage shall not be canceled except after thirty (30) Days prior written notice to City. Notice thereof shall be sent to both the City Project Manager and Risk Manager, by certified mail, return receipt requested, for all of the required insurance policies. All such notices shall name Contractor and the Construction Contract number.

2. If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Construction Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Construction Contract and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

**ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by City's Risk Manager.

**VERIFICATION OF COVERAGE**

Contractor shall furnish City with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be on the forms attached as Exhibits 2-5 and incorporated herein by reference or on other than City's forms, provided these forms and endorsements conform to the requirements in this Article. All certificates and endorsements are to be received and approved by City before Work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effectuating the coverage required by these Contract Documents at any time.

**SUBCONTRACTORS**

Contractor shall include all Subcontractors and Sub-subcontractors as insureds under its policies, or shall furnish separate certificates and endorsements for each Subcontractor and Sub-subcontractors in compliance with this Article. All coverages for Subcontractors and Sub-subcontractors shall be subject to all of the requirements stated herein.

At the request of City, Contractor shall submit to City copies of the policies obtained by Contractor.

# ATTACHMENT E – LIVING WAGE CERTIFICATION

**CITY OF SANTA MONICA**
**Living Wage Ordinance**
**Certification for Providers of Services to the**
**City of Santa Monica**
**(Fiscal Year 11/12 – July 1, 2011 through June 30, 2012)**

***TO BE COMPLETED BY ALL CONTRACTORS PROVIDING SERVICES TO THE CITY OF SANTA MONICA IN EXCESS OF $54,200***

The City of Santa Monica Municipal Code Chapter 4.65, Living Wage Ordinance (LWO) establishes a Minimum Wage of **$13.54 per hour**[1] for certain employees of contractors providing services to the City where services exceed $54,200 and requires that contractors also provide the same health care and other benefits to employees' same sex spouses and domestic partners as are provided to other employees' spouses.

An employee covered by the LWO is any person who does not actually work as a manager, supervisor, or confidential employee, and who is not required to possess an occupational license. Contractors with collective bargaining agreements covering those employees assigned to contract are exempt from the wage requirements of the Living Wage Ordinance only if the waiver is explicitly set forth in such agreement in clear and unambiguous terms.

Please prepare the following certification if you are a contractor engaging in a contract for services with the City of Santa Monica in excess of $54,200.

Your signature on this certification grants the City permission to review any and all payroll books and records and any company documents pertaining to the benefits offered to employees to assure your compliance with the LWO during the term of the contract.

Please direct any questions and send the completed, signed Certification to:

City of Santa Monica Finance Department
Attention: Living Wage Compliance Section
1717 4th Street, Suite 250
Santa Monica, CA 90401

You can also contact staff regarding living wage ordinance questions by e-mail at finance.mailbox@smgov.net or by phone 310-458-8281.

[1] Adjusted annually each July 1 by an amount corresponding to the previous year's change (January to January) in the Consumer Price Index for Urban Wage Earners and Clerical Workers 1982-84=100 for Los Angeles-Riverside-Orange County, California

**CITY OF SANTA MONICA**
**Living Wage Ordinance Certification**

**July 1, 2011 through June 30, 2012**

**TO BE COMPLETED BY ALL CONTRACTORS PROVIDING SERVICES TO THE CITY OF SANTA MONICA IN EXCESS OF $54,200**

**MINIMUM WAGE - $13.54 per hour**

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE ☐

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE ☐

If this contract is not subject to the Living Wage Ordinance requirements, please note reason below and attach supporting documentation for exemption. For example, in order to be exempt pursuant to a collective bargaining agreement, a signed collective bargaining agreement must be attached.

(a) _____ contractor is a government agency and is exempt

(b) _____ contractor is a City grantee and is exempt

(c) _____ contractor is a non-profit corporation and is exempt

(d) _____ contractor is an employer whose employees are covered by a bona fide collective bargaining agreement where the waiver is explicitly set forth in an agreement in clear and unambiguous terms

(e) _____ contractor is a corporation providing banking services

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Santa Monica's Living Wage Ordinance (LWO), and the applicability of the LWO, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the LWO, as mandated in all sections of Santa Monica Municipal Code, Chapter 4.65. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the Director of Finance in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract, which shall be grounds for termination. City shall have the right to examine all books and records of the contractor as they relate to compliance with the LWO. Payroll records shall at a minimum include full name of each employee performing labor or providing services under the contract, job classification and rate of pay.

These statements are made under penalty of perjury under the laws of the State of California.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Contractor: _____

Bid Number: (if applicable) _____

Service Description: _____



(Rev. 05/04/11)

# ATTACHMENT F – OAKS INITIATIVE DISCLOSURE

# Oaks Initiative Notice

CITY OF SANTA MONICA

NOTICE TO APPLICANTS, BIDDERS, PROPOSERS
AND OTHERS SEEKING DISCRETIONARY PERMITS, CONTRACTS, OR OTHER
BENEFITS FROM THE CITY OF SANTA MONICA

Santa Monica's voters adopted a City Charter amendment commonly known as the Oaks Initiative. It prohibits a public official from receiving specified personal benefits from a person or entity after the official votes, or otherwise takes official action, to award a "public benefit" to that person or entity. Examples of a "public benefit" include public contracts to provide goods or services worth more than $25,000 or a land use approval worth more than $25,000.

The Oaks Initiative requires the City to provide this note and information about the Initiative's requirements. An information sheet on the Oaks Initiative is attached. You may obtain a full copy of the Initiative's text from the City Clerk.

In order to facilitate compliance with the requirements of the Oaks Initiative, the City compiles and maintains certain information. That information includes the name of any person who is seeking a "public benefit." If the "public benefit" is sought by an entity, rather than an individual person, the information includes the name of every: (a) trustee, (b) director, (c) partner, (d) officers, or (e) ten percent interest in the entity. Therefore, if you are seeking a "public benefit" covered by the Oaks Initiative, you must supply that information on the attached form (Attachment A).

(Attachment A)

# City of Santa Monica
# Oaks Initiative Disclosure Form

*All persons or entities receiving public benefits defined below from the City of Santa Monica shall provide the names of trustees, directors, partners and officers and names of those with more than a 10% equity, participation or revenue interest. This information is required by City Charter Article XXII—Taxpayer Protection.*

**Name of Entity:** _____

NAME(S) OF PERSONS OR ENTITIES RECEIVING PUBLIC BENEFIT:

NAME(S) OF TRUSTEES, DIRECTORS, PARTNERS, AND OFFICERS:

NAME(S) OF THOSE WITH MORE THAN A 10% EQUITY, PARTICIPATION OR REVENUE INTEREST:

---

Public benefits include:

1. Personal services contracts in excess of $25,000 over any 12-month period;
2. Sale of material, equipment or supplies to the City in excess of $25,000 over a 12-month period;
3. Purchase, sale or lease of real property to or from the City in excess of $25,000 over a 12-month period;
4. Non-competitive franchise awards with gross revenue of $50,000 or more in any 12-month period;
5. Land use variance, special use permit, or other exception to an established land use plan, where the decision has a value in excess of $25,000;
6. Tax "abatement, exception, or benefit" of a value in excess of $5,000 in any 12-month period; or
7. Payment of "cash or specie" of a net value to the recipient of $10,000 in any 12-month period.

Prepared by: _____ Signature: _____

Date: _____ Title: _____

FOR CITY USE ONLY:

Bid/PO/Contract # _____ Permit # _____

(1/06)

# ATTACHMENT G – ARIZONA DISCLOSURE

# NOTICE:
# City Policy on Doing Business with Arizona Firms

CITY OF SANTA MONICA

NOTICE TO APPLICANTS, BIDDERS, PROPOSERS AND OTHERS SEEKING TO DO BUSINESS WITH THE CITY OF SANTA MONICA

The City Council of the City of Santa Monica adopted Resolution No. 10479 (CCS) on May 25, 2010, which requires a review of all current and likely future agreements and contracts with Arizona-based businesses to examine the feasibility of acquiring such products and services elsewhere while the Arizona law remains in effect.

Additionally, vendors offering goods or services to the City of Santa Monica must complete and sign the attached disclosure form; this applies to all solicitations, including but not limited to, bids and proposals. Please review, sign and submit the form with your bid packet prior to the closing date of bid.

Contractors that do not have headquarters in the State of Arizona and those that will not be working with Arizona-headquartered subcontractors to provide goods and/or services as specified in this solicitation will take priority in the bidding process.
NOTE: Headquarter location or residency may not be considered as a factor if prohibited by applicable law.

*Failure to return this form or inability to certify as to its provisions will render your bid or proposal non-responsive.*

State of Arizona Disclosure Form - see next page.

# City of Santa Monica
# State of Arizona Disclosure Form

***TO BE COMPLETED BY ALL VENDORS PROVIDING GOODS AND SERVICES TO THE CITY OF SANTA MONICA***

Headquarter location or residency may not be considered as a factor if prohibited by applicable law.

Please check the appropriate boxes below.

*Our company's headquarters are located in the State of Arizona.*

☐ Yes ☐ No

*Goods or services pertaining to this solicitation will be provided by a subcontractor whose business is headquartered in the State of Arizona.*

☐ Yes ☐ No

If the response to the statement above was "yes", please list any and all subcontractors headquartered in the State of Arizona that may be providing goods or services (pertaining to this solicitation) to the City of Santa Monica.
*If more than one, attach a list of additional subcontractors, including the physical address of each location.*

Name of Subcontractor: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

***** PORTION BELOW TO BE COMPLETED BY ALL VENDORS *****

**********

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed: _____ Date: _____

Printed name: _____ Title: _____

Name of Company: _____

Street Address of Headquarters: _____

City: _____ State: _____ Zip Code: _____

Telephone # (including area code): _____ Email: _____

FOR CITY USE ONLY
NOTES: _____

[Pursuant to Resolution No. 10479 (CCS) adopted May 25, 2010]

# ATTACHMENT H – ADDITIONAL REQUIREMENTS

1. Project Team:
List lead and support personnel who will be managing and working on the project and a description of each team member's responsibilities. Describe the proposed team's experience with similar projects and how this experience meets minimum qualifications listed above. Include resumes of all proposed personnel.

2. Contractor Interview:
The City may choose to interview a bidder to help determine the Best Bidder in accordance with Santa Monica Municipal Code Section 2.24.072.

3. Please respond to following questions when submitting your bid:

a. Give three examples of projects you have priced based on an early set of drawings (prior to 100% CD) and how you maintained cost and quality control.
   - Project name and Owner contact_____
   - Early drawing price and point at which you priced the set (i.e.: $10,000,000 at 100%DD)
   - Estimated construction duration
   - Completed construction cost and duration: (i.e.: $9,999,999, 14 mo.& two weeks)
   -

b. What experience do you have working around existing operation facilities?

c. How will you ensure the safety and enjoyment of park users and staff?

d. How will park users, staff and neighbors report concerns and how will they be responded to?

e. What experience do you have in completing LEED projects?

f. How will you contribute to the anticipated month long period from award of contract to completion of construction documents and issuance of the Construction set? This work will include any Plan Check Corrections for Building Permit. What meetings, resources and subcontractor input would you expect to dedicate to the project during this time?

g. What is your preferred method of constructing the footings and CMU wall adjacent to the existing Thelma Terry Building?
   A. Construct using an ABC slot cutting method per soils report,
   B. Underpin the existing Thelma Terry footing,
   C. Provide sheet piling or other shoring under a design build arrangement

h. What areas of the work do you think are not adequately addressed in the drawings and specs to date?

i. Identify all expected substitutions.