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BID FORM

To: Governing Board of Mt. Diablo Unified School District (“District” or “Owner”)

From: Western Water Features, Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Invitation to Bid, the Instructions to Bidders, and the Special Conditions have been read, 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# 1900**

PROJECT: **BID# 1900 - COLLEGE PARK HS POOL REMODEL**

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

Total Base Bid (written dollar amount)	Total Base Bid (numeric)
<u>Six Hundred Ten Thousand Seven Hundred Dollars</u>	<u>\$ 610,700.00</u>
TOTAL BASE BID - BID 1900 - COLLEGE PARK HS POOL REMODEL	

1. **Allowance(s).** The Bidder’s Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder’s Contract, at the District’s discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

Allowance: \$40K

2. **Contract Review.** The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, 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 bid, 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.

3. **Requests for Clarification.** 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.

4. **Contract Time.** 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.

5. **Contractual Provisions.** The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:

- The liquidated damages clause of the General Conditions and Agreement.

- The “Changes in the Work” provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.
 - The “Claims” provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
6. **Bid Open for 90 Days.** 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.
7. **Attachments.** The following documents are attached hereto:
- The Bid Bond on the District's form or other security
 - The Designated Subcontractors List
 - The Site-Visit Certification, if a site visit was required.
 - The Non-collusion Declaration
 - Iran Contracting Act Certification
 - Division of Industrial Relations
8. **Addenda Acknowledgement.** Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>2/16/22</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

9. **Bidder’s License.**
- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
 - 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. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
10. **Labor Harmony.** The undersigned 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.
11. **DIR Registration.** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.
12. **SWPPP QSP.** Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District’s Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner (“QSP”) and that the Bidder is certified to be the District’s QSP, as required by the current California State Water Board’s Construction General Permit.
13. **General Acknowledgement.** The 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 existent in the construction of the Work

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

14. **False Claims Act.** 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, Cal. 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.

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 3 day of March 20 22

Name of Bidder Western Water Features, Inc.

Type of Organization C-Corp

Signature *(wet signature in blue ink)* 

Name & Title of Signer Jason Pratt, Vice President

Address of Bidder 5088 Hillsdale Circle, El Dorado Hills, CA 95762

Taxpayer's Identification No. of Bidder 95-4502785

Telephone Number 916-939-1600

Fax Number 916-939-1671

E-mail jpratt@westernwaterfeatures.com Web page www.westernwaterfeatures.com

Bidder's DIR Registration No.: No.: 1000001886

Contractor's License No(s): No.: 710366 Class: A, B, C53 Expiration Date: 7/31/23

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Western Water Features, Inc.

President: Daniel K. Parkes

Secretary: Laura L. Parkes

Treasurer: Jason Pratt

Manager: Jason Pratt

END OF DOCUMENT