



City of Needles
California

OFFICIAL BID DOCUMENTS

For

RECREATION CENTER PURCHASE & INSTALLATION OF ACOUSTICAL ABSORPTIVE WALL PANELS

THIS PROJECT IS STATE PREVAILING WAGE JOB

[State Wage Determination](#)

SUBMIT YOUR BID IN THIS PACKAGE ONLY

(PAGES IDENTIFIED IN ITS OWN ENVELOPE)



BIDDER'S NAME: _____

Recreation Center Purchase & Installation of Acoustical Absorptive Wall Panels

TOTAL BID PRICE from Bid Schedule on Page 6.

BASE BID

\$ _____ <i>(in figures)</i>
\$ _____ <i>(in words)</i>

City of Needles

Recreation Center Purchase & Installation of Acoustical Absorptive Wall Panels

THIS BID IS SUBMITTED TO THE CITY OF NEEDLES, CALIFORNIA (“OWNER”).

1. CONDITIONS

- a. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an Agreement with OWNER and to perform and furnish all WORK as specified or indicated in the CONTRACT DOCUMENTS for the BID prices in the “BID Schedule” on this BID Form, within the CONTRACT TIMEs specified in the Agreement, and in accordance with all the provisions and terms and conditions of the CONTRACT DOCUMENTS, including, without limitation, those dealing with the disposition of the BID Security. Capitalized terms defined herein shall have the meanings ascribed them in the CONTRACT DOCUMENTS.
- b. This BID will remain open for acceptance by OWNER as specified in the Invitation to Bid and Instructions to BIDDERS. BIDDER will deliver the signed Agreement, executed Performance BOND and Payment BOND and proper evidence of insurance within the time and in the manner specified in the CONTRACT DOCUMENTS
- c. BIDDER has (a) familiarized itself with the WORK, site and locality; all applicable federal, state and other local laws; all general, local and prevailing conditions that may in any manner affect cost, schedule, progress, performance or furnishing of the WORK; and the terms and conditions of the CONTRACT DOCUMENTS; and (b) carefully correlated BIDDER’s observations with the CONTRACT DOCUMENTS.
- d. BIDDER has carefully studied all DRAWINGS of physical conditions of existing surface and subsurface facilities identified in the DRAWINGS. BIDDER accepts the determinations set forth in the CONTRACT DOCUMENTS of the extent of such technical data and underground utilities information and data contained in those CONTRACT DOCUMENTS upon which BIDDER may rely.
- e. BIDDER expressly agrees to perform and furnish the WORK, in accordance with the CONTRACT DOCUMENTS, at no increase in CONTRACT PRICE and within the CONTRACT TIME.
- f. BIDDER has completed a site investigation and evaluation of subsurface.
- g. BIDDER has carefully correlated the results of its observations, site investigations, examinations, DRAWINGS and SPECIFICATIONS, referred to in paragraphs c, d, and e hereof, with the terms and conditions of the CONTRACT DOCUMENTS. BIDDER assumes responsibility for all subsurface conditions that in any manner

affect cost, schedule, progress, performance, or furnishing of the WORK.

- h. BIDDER has examined all information and data shown or indicated in the CONTRACT DOCUMENTS concerning other WORK (performed by other parties under contracts with OWNER), including, but not limited to provisions in the General Conditions. BIDDER assumes responsibility for all reasonably foreseeable terms, conditions and consequences resulting from other WORK that may in any manner affect cost, schedule, progress, performance or furnishing of the WORK. BIDDER shall cooperate with others who have authority to perform WORK within the WORK area.
- i. BIDDER has carefully examined the terms and conditions of the General Conditions, and the other CONTRACT DOCUMENTS concerning delay, and BIDDER accepts the determinations set forth in the General Conditions that no delay shall be unreasonable under the circumstances, except as provided in the General Conditions. BIDDER has correlated those terms and conditions with BIDDER's schedule for executing the WORK and BIDDER's base BID and alternates.
- j. BIDDER represents that each unit price covering specified or contingent unit price work, whether BID on the BID Schedule or on the Schedule of CHANGE ORDER prices, includes sufficient amounts to cover:(a) all labor, SUBCONTRACTOR, materials and/or equipment, construction equipment and supplemental costs, and (b) all administrative costs and profit.
- k. BIDDER has given the City WRITTEN NOTICE of all conflicts, ambiguities, errors or omissions BIDDER has discovered in the CONTRACT DOCUMENTS, and the written resolution given by the City is acceptable to BIDDER.
- l. This BID is genuine, is not made in the interest of or on behalf of any undisclosed person and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. To induce OWNER into consideration of this BID, BIDDER reiterates and makes each of the representations in the Non-Collusion Affidavit, executed by BIDDER and included with the BID.
- m. BIDDER has read and studied each provision of the CONTRACT DOCUMENTS. BIDDER has no expectations different from the terms and conditions of the CONTRACT DOCUMENTS.
- n. The OWNER reserves the right to award any combination of bid schedules. The OWNER reserves the right to reject any and all bids, to waive any and all informalities not involving price, time or changes in the work, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids.

3. CONTRACT TIME

- a. The CONTRACT TIME is **NINETY DAYS (90 DAYS)** as specified in the Public Works Agreement. BIDDER has carefully correlated the provision in the Agreement with the other terms and conditions of the CONTRACT DOCUMENTS and unequivocally accepts the CONTRACT TIMES for the WORK, and any other designated parts of the WORK as specified.
- b. BIDDER unequivocally accepts the provisions of the SUPPLEMENTAL CONDITIONS as to liquidate damages of \$150.00 per day in the event of any failure, neglect, or refusal to complete the WORK, or designated part, within the specified CONTRACT TIME.

4. ATTACHMENTS

- a. Attachments to this OFFICIAL BID Proposal form ONLY and made a condition of this BID included in this package.
 - 1. List of Subcontractors
 - 2. Bid Bond or Bid Check
 - 3. Power of Attorney
 - 4. Required **DIR Registration Number Only** SB 854 & SB 96 to bid Public Works Project (Page 7)
 - 5. Non-Collusion Declaration
- b. BID Award will be based on the lowest responsive, responsible BID. BIDDER will complete the WORK, for the WORK items listed, for the following BID Prices:

5. ACKNOWLEDGEMENTS

- a. BIDDER has examined the CONTRACT DOCUMENTS, including the following ADDENDA (as acknowledged below):

No. _____ Date: _____ No. _____ Date: _____
 No. _____ Date: _____ No. _____ Date: _____
 No. _____ Date: _____ No. _____ Date: _____

Recreation Center Purchase & Installation of Acoustical Absorptive Wall Panels

BIDDER'S NAME: _____

BID SCHEDULE

All applicable sales taxes, State, and/or Federal, and any other special taxes, patent rights, or royalties are included in the price quoted in this Proposal. Figures to be typewritten or clearly and legibly printed in ink. L.F. is equal to linear-feet, S.F. is equal to square-feet and L.S. is equal to lump sum.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXT. PRICE
BASE BID					
1	Mobilization, bonds, insurance, temporary facility	LS	1	_____	_____
2	Building Permit	LS	1	<u>\$1,075.00</u>	<u>\$1,075.00</u>
3	Furnish and Install 2" Armstrong Tectum C20 Mount Wall Panels laid on 3/4" furring strips with 1", 3 lbs. density fiberglass or Acoustical Equivalent (Absorption Coeff. 0.95 NRC)	SF	2,048	_____	_____
Total Base Bid				_____	_____

6. MEASUREMENT & PAYMENT

ITEM 1: MOBILIZATION

Measurement for Payment for mobilization shall be a lump sum, not to exceed ten percent (10%) of the total bid price. Mobilization shall include the cost for the contractor to mobilize to the site, obtain required bonds and insurance, provide and maintain temporary sanitary facilities and the removal of all equipment, trash, debris, etc. at the completion of the project. No more than 50% of mobilization shall be paid until work has commenced in earnest. A minimum of 25% of mobilization shall be retained until the contractor has removed all equipment, tools, debris, etc. from the site at the completion of the job.

ITEM 2: BUILDING PERMIT

Measurement for Payment for Building Permit shall be for the lump sum amount shown in the bid schedule. The contractor shall pay to the City the lump sum amount shown in the Bid Schedule for the total cost of the Building Permit at permit issuance. Contractor shall invoice the City on the subsequent Pay Application for the lump sum amount paid.

ITEM 3: FURNISH AND INSTALL 2" ARMSTRONG TECTUM C20 MOUNT WALL PANELS OR ACOUSTICAL EQUIVALENT

Measurement for payment to furnish and install the acoustical panels shall be by the square foot installed including all materials and labor to perform the work. Materials shall include the 2" Tectum direct-attach panels, $\frac{3}{4}$ " furring strips with a 1", 3lb. density fiberglass per Mounting C-20 detail and any fasteners and/or adhesives to complete the installation.

7. SIGNATURE AND LICENSING "This BID Form and the matters contained therein are hereby submitted and signed under the penalty of perjury."

a. **Name of BIDDER:** _____

BID SUBMITTED ON the _____ Day of _____ 20 _____

b. Licensing #: _____ License Valid: _____
(Date)

Renewal Date: _____
(Date)

c. **Public Works Registration #:** _____

Valid Date : _____

Renewal Date: _____

d. Is BIDDER an: Corporation Partnership Individual

Title of the Person Authorized to sign: _____

Signature: _____
(If not the Individual, Attach Power of Attorney)

Business Address: _____

Phone: _____ FAX: _____

Email: _____

e. BID Security is in the form of:

1. BID BOND: _____ BID BOND form provided has been duly executed and is attached to this page, or

2. Certified check _____ Cashier's check and certification required are attached to this page.

8. LIST OF SUBCONTRACTORS (Must be submitted with BID Form)

Name, Address, and Phone Number of SUBCONTRACTOR	Trade / License #	Public Works Registration #	Percent of PROJECT Cost
TOTAL			100%

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

_____ as PRINCIPAL,
and _____ as SURETY, are hereby held
and firmly bound unto the City of Needles, California as OWNER in the principal sum of

_____ for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20 _____

The Condition of the above obligation is such that whereas the PRINCIPAL has submitted to The City of Needles a official BID attached hereto and hereby made a part hereof to enter into a Contract in writing, for the

NOW THEREFORE:

1. If said BID shall be rejected, or
2. If said BID shall be accepted and the PRINCIPAL shall execute and deliver a Contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish BONDS for faithful performance labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which OWNER may accept such BID; and said SURETY does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals

to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Surety:

Principal

By:

**BID BOND
(Continued)**

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
 appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer		_____
_____	<small>Title(s)</small>	<small>Title or Type of Document</small>
<input type="checkbox"/> Partner(s) <input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other: Signer is representing: Name Of Person(s) Or Entity(ies)	<input type="checkbox"/> Limited <input type="checkbox"/> General	_____
		<small>Number of Pages</small>

		<small>Date of Document</small>

		<small>Signer(s) Other Than Named Above</small>

07 – NON-COLLUSION DECLARATION

To be executed by BIDDER
And Submitted with BID
Per Public Contract Code Section 7106

State _____
County _____

The undersigned declares:

I am the _____ of _____, the party making the foregoing BID.

The BID is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The BID is genuine and not collusive or sham. BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID. BIDDER has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or to refrain from bidding. BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the BID price of BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the BID price, or of that of any other BIDDER. All statements contained in the BID are true. BIDDER has not, directly or indirectly, submitted his or her BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, to effectuate a collusive or sham BID, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a BIDDER that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of BIDDER.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date), at _____ (city / state).

By: _____
Name: _____

NON-COLLUSION DECLARATION (Continued)

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer <input type="checkbox"/> Partner(s) <input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other: Signer is representing: Name Of Person(s) Or Entity(ies)	Title or Type of Document Number of Pages Date of Document
_____ _____ _____	_____ _____ _____ _____ _____
	_____ Signer(s) Other Than Named Above

19 – REFERENCES

The following information should contain persons or entities familiar with the Bidder's Work. If you have done work previously for the City of Needles, please indicate the project name.

- 1. Name of Agency: _____
 Agency Address and Telephone: _____
 Contact Person: _____
 Type of Construction Project: _____
 Contract Amount: _____

- 2. Name of Agency: _____
 Agency Address and Telephone: _____
 Contact Person: _____
 Type of Construction Project: _____
 Contract Amount: _____

- 3. Name of Agency: _____
 Agency Address and Telephone: _____
 Contact Person: _____
 Type of Construction Project: _____
 Contract Amount: _____

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

_____ day of _____ 20____, in the
day month year

City of _____, County of _____

Signature

Date