

BID SCHEDULE

**LOS OSOS COMMUNITY SERVICES DISTRICT
WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA**

Item No.	Est. Qty	Unit	Description	Unit Price	Total Price
1	1	LS	Engineer Stamped/Signed Drawings and Specifications, Building & Planning Department Permit Coordination		
2	1	LS	Soils Testing and Assessments		
3	1	LS	Engineer Concrete Foundation Plan		
4	1	LS	Construction Materials		
5	1	LS	Labor (prevailing wage)		
6	1	LS	Equipment		
TOTAL AMOUNT OF BID					\$

Total Bid Amount in Words: _____

Signature of Bidder: _____ Date: _____

The undersigned agrees to perform, for the benefit of the OWNER, the work itemized herein, and in accordance with all San Luis Obispo County, State, and Federal laws.

All materials and equipment used in the execution of the described work shall comply with all applicable State and Federal codes, regulations and requirements.

The Contractor shall verify all measurements and submit a unit price for the facilities shown and described in the RFP/Bid requirements. Payment will be made on a unit price basis.

The Work to be performed described in the above BID SCHEDULE shall consist of furnishing all plant, tools equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all Work, or other operations required for the fulfillment of the Contract.

The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

The representations made herein are made under penalty of perjury.

Dated: _____

Bidder: _____

By: _____

Contractor's License No. & Expiration Date: _____

Title: _____

END OF BID SCHEDULE

BID SECURITY FORM

(Check to accompany bid)

(Note: The following form shall be used when a check accompanies bid in lieu of a bid bond.)

Accompanying this proposal is a _____ *Certified _____ *Cashier's check made payable to the order of LOS OSOS COMMUNITY SERVICES DISTRICT hereinafter referred to as "OWNER," for _____ dollars (\$_____), this amount being 10 percent of the total amount of the bid. The proceeds of this check shall become the property of said OWNER provided this proposal shall be accepted by the said OWNER through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance Bond and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned for a period of 60 calendar days from receipt of the award of bid. The proceeds of this check shall also become the property of the OWNER if the undersigned shall withdraw his bid within the period specified in Article 10 of the Instructions to Bidders, unless otherwise required by law, and notwithstanding the award of the Contract to another bidder.

Signature

Bidder

*Delete the inapplicable word

NOTE: If the bidder desires to use a bond instead of check, the Bid Bond form on the following page shall be executed. The sum of this bond shall be not less than 10 percent of the total amount of the bid.

BID SECURITY FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as principal and _____ as surety, are held and firmly bound unto LOS OSOS COMMUNITY SERVICES DISTRICT hereinafter referred to as "OWNER," for the sum of _____dollars, (\$_____), the amount being 10 percent at least of the total amount of the bid, to be paid to the said OWNER, its successors, and assigns; for which payment, will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden for the completion of the **WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA** as specifically set forth in documents entitled Contract Documents and Specifications for the **WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA** in accordance with the Request for Proposal issued by Los Osos Community Services District on file at the office of the District, 2122 9th Street, Suite 102, Los Osos, CA, is not withdrawn within 60 calendar days from the date of award of the bid, unless otherwise required by law, and notwithstanding the award of the contract to another bidder, and that if said proposal is accepted by the OWNER through action of its legally constituted contracting authorities and if the above bounden his/her heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance and Payment Bonds and proof of insurance coverage within 15 calendar days (not including holidays) after the date of notification by and from the said OWNER that the said Contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this day of

_____ 20_____

Signature

Title

Note: The standard printed bond form of any bonding company acceptable to the OWNER may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the OWNER are not in anyway reduced by use of the surety company's printed standard form.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That I/we, _____ as Principal(s), are firmly bound unto the LOS OSOS COMMUNITY SERVICES DISTRICT in the sum of:

_____ dollars, said sum being 100 percent of the amount of the following described contract, to be paid to the said LOS OSOS COMMUNITY SERVICES DISTRICT, its successors and assigns; for which payment, will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the District Board of Directors, State of California, by formal action on the _____ day of _____, 20_____, awarded to said Principal, a contract for the:

**LOS OSOS COMMUNITY SERVICES DISTRICT
WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA**

in strict conformity with the Contract Documents, and whereas, said Principal, his or her heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Contract, and any alteration thereof made and therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall indemnify and save harmless the OWNER, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any way affect its obligations on the bond, and it does hereby waive notice of any change, extension of time, alteration, or addition in terms of the Contract or to the Work.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20 _____.

Contractor _____ Surety _____
By _____ By _____
Title _____ Title _____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

NOTE: Signature of person executing for the Surety must be properly acknowledged.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ hereinafter referred to as "Contractor," as principal, and _____ as surety, are held and firmly bound unto OWNER in the sum of: _____ dollars (\$_____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, said Contractor has been awarded and is about to enter into a Contract with said LOS OSOS COMMUNITY SERVICES DISTRICT for the WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA project as specifically set forth in documents entitled, "Request for Proposal for Workshop/Storage Building at 1428 8th Street, Los Osos, CA for LOS OSOS COMMUNITY SERVICES DISTRICT and is required under the terms of the Contract to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said Contractor, his Subcontractors, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender, equipment or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such labor, all as required by the provisions of Title XV, Chapter 7, Sections 3247-3252 inclusive, of the Civil Code of the State of California and acts amendatory therefore, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the person, companies or corporations so furnishing said materials, provisions, provender, equipment or other supplies, appliances or power used in, upon, for or about performance of the work contracted to be executed or preformed, or any person, company or corporation renting or hiring implements or machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefore, shall have complied with the provisions of said laws, then said surety will pay the same in an amount not exceeding the sum herein above set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee as shall be fixed by the court. This bond shall insure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the surety thereunder, nor shall any extensions of time granted under the

provisions of said contract release either the Contractor or the surety, and notice of such alterations or extensions of the Contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____ 20 _____.

Contractor _____ Surety _____

By _____ By _____

Title _____ Title _____

Signature of person executing for the Surety must be properly acknowledged.