01 00 04 - BID SUBMISSION FORM

BID FORM FOR: Wilacre Park Paving Improvements
3431 Fryman Rd., Studio City, CA 91604

A PROJECT OF: MOUNTAINS RECREATION AND CONSERVATION AUTHORITY
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

BID FROM: Hardy B Harper Inc
1312 E. Warner Ave.
Santa Ana, CA 92705
(714) 444-1851

DATE / TIME SUBMITTED: 7/26/17

Base Bid: sixty-one thousand forty-four dollars $ 61,044.00
(figures) (words) no cents

Alternate Bid #1: eleven thousand dollars $ 11,000.00
(figures) (words) no cents

This number will not be used for determining lowest bidder.

The project will be awarded to the lowest responsible and responsive bidder based on the total sum of the base bid. The MRCA reserves the right to reject any and all bids, to accept other than the lowest bid, and to waive any informalities in the bids.

Pursuant to, and in compliance with, the plans and/or specifications relating hereto, the undersigned contractor hereby proposes and agrees to perform, within the Contract Time stipulated, the Work, including all of its component parts; and to provide and furnish any and all labor, materials, tools, apparatus, facilities, expendable equipment and all utility and transportation services necessary or proper for, or incidental to, the complete construction, including all trades as required by, and in strict accordance with, the applicable provisions of plans and specifications in a workmanlike manner for the project located at 3431 Fryman Rd., Studio City, CA 91604 and acknowledges receipt of all addenda issued by the Mountains Recreation and Conservation Authority distributed prior to the date the bids were due, whether received by the undersigned.

The undersigned contractor recognizes the relations of trust and confidence that will be established between himself and the MRCA by a contract; if awarded to him, and agrees in such an event that the Drawings and other Contract Documents shall be deemed to be the "instruments of service" and that he will use the documents for the sole purpose of completion of the contract in the best and soundest manner and in the most expeditious and economical way consistent with the best interest of the MRCA.
The undersigned as bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Contract Documents and read the accompanying Instructions to Bidders, and hereby proposes and agrees, if the proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the said Contract Documents in the time and manner therein prescribed for the price set forth in the following schedule. The bidder is responsible for all quantity take-offs and accuracy of those calculations. The undersigned has checked all words and figures inserted in the bid submittal, and understand that the MRCA will make no allowance for any error or omission on the part of the undersigned.

The bidder represents and warrants that they, he, she, or the officers, directors, and/or employees of bidder are not related by blood or marriage to any member of the governing boards of the Santa Monica Mountains Conservancy, the Santa Monica Mountains Conservancy Advisory Committee, the Mountains Recreation and Conservation Authority, or any other joint powers authority for which the Santa Monica Mountains Conservancy is a constituent member, or to any officer, director or staff member of any of the aforesaid public agencies. "Related by blood or marriage" is defined as being a parent, child (including step children), sibling, grandparent, grandchild, aunt, uncle, niece, nephew, spouse, domestic partner, father-in-law, mother-in-law, sister-in-law or brother-in-law. The MRCA reserves the right to immediately cancel any contract entered into if it discovers a breach of this warranty and representation. Bidder shall be liable for all damages sustained by the MRCA as a result of the breach.

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

Authorized Signature

Name: KriSten e-poInDo

Title: Secretary

State Contractor's License Number and Classification Designation 215952 A C-8, C-12

Executed this 26th day of July, 2017 at Santa Ana, California.
We propose to furnish required labor, material and equipment to perform the following described work in a good and workman-like manner.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>[1] ROUGH GRADE DIRT &amp; MULCH &amp; PAVE WITH 4&quot; AC PAVING 5,100 S.F.</td>
<td>$4.00</td>
<td>$20,400</td>
<td>$23,664.00</td>
</tr>
</tbody>
</table>

**T&M Rates (To Finish Job @ Will Acre Park)**

- **BACKHOE** $8.00/HR @ $128.00 = $1,024.00
- **SKIP LOADER** $8.00/HR @ $106.00 = $848.00
- **(4) DUMP TRUCKS** $8.00/HR @ $408.00 = $3,264.00
- **(4) LABOR** $40.00/HR @ $320.00 = $1,280.00
- **DUMP FEES** .............................. $1,050.00
- **REBAR** .................................. $150.00
- **STRIPING/SHINS** ......................... $1,500.00
- **DOMES** .................................. $700.00
- **MISC (FORMS/SUPPLIES/FEE)** ............. $1,200.00
- **(1) FOREMAN 40 HRS** @ $108.00 .......... $5,088.00
- **CONCRETE 20YD** @ $200.00 ............... $4,000.00

$32,224.00

X16% OH/BONO
37,379.84

**Notes: (1) Supervision & Additional Engineering By Owner May Be Required To Meet Handicap Requirements**

(2) Above Pricing includes 1,000 S.F. 4" Colored Concrete & 100 L.F. 2 Ft High Retaining Wall, Signs, & Striping & 5,100 S.F. 4" Asphalt Inclusions:

1. Labor, Equipment & Material
2. Price Based On (1) Move-In
3. $8,000.00 For Each Additional Paving Move/Shift – 8 HR Work Shift
4. Price Good Through 12/31/2017

**Exclusions:**

1. QCQA, ARHM, Reports, Engineering, Permits, Bonds, Fees, Inspection Fees, SWPPP, Layout, Survey, Sweeper
2. Temp AC, Slot Patch, Median Paving, Saw Cutting, Crackfill, Pavement Fabric, Redwood Header, Speed Bumps
3. Traffic Control, Traffic Control Plans, Signs & CMS Board, Striping and Signage, PCG Backfill, Level Course
4. Import & Export, Subgrade Removal & Compaction, Subgrade Prep, Grading, Fine Grading, Dewatering
6. Drainage Requirements With Less Than 2% Fall, Profilograph, Must Grinds, Coldmill, Pavement Fabric Removal
8. Light Towers, Hazardous Waste, Inertial Profile,

**Total Proposal Amount: $ 61,044.00**

This proposal is a two page agreement and is subject to all Terms and Conditions on Page 2.

**Owner or Contractor (Title):**

**Name of Lender:**

Does this project require certified payroll reporting?  Yes No

**HARDY & HARPER INC.**

By:  **Steve Kirschner**

Steve Kirschner  Estimator

(NAME)  (TITLE)

For scheduling please contact Jay Kirschner at 714-719-0981 or jkirschner@hardyandharper.com
TERMS AND CONDITIONS OF CONTRACT:

In this agreement Contractor means Hardy & Harper, Inc. and owner means owner and/or any general contractor and/or agent or owner. This is a proposal per owner's request, not a complete property evaluation.

1. Standard Exclusions: Engineering, Soils Test, Permits, Compaction Test and/or Inspection Fees unless noted.
2. Prices are firm for thirty (30) days from the date of the proposal unless otherwise stated.
3. Owner agrees to indemnify contractor from any claim or suit for bodily injury or property damage arising from the design, construction or installation of speed bumps or wheel stops.
4. Any changes required by owner shall be authorized in writing and paid by owner at contractor's prevailing rates unless quoted and agreed upon in writing.
5. Owner agrees to furnish to Jobsite necessary and adequate water supply at owner's expense.
6. Contractor assumes no liability for damage to underground pipes, septic tanks, cesspools or other underground structures; and any expenses caused by the contractor by existence or location thereof shall be charged to buyer.
7. Owner agrees to pay attorney's and court costs in event suit is instituted to collect amounts due contractor.
8. If work is performed according to owner's specifications of labor and materials, contractor does not assume responsibility for defects.
9. If work is to be performed by contractor to provide labor and material in a workmanlike manner to accomplish the owner's purposes, contractor agrees to repair or replace any defects of which owner gives notice to contractor within 5 days after completion of work.
10. Delays or damage caused by building trades other than contractor not employed by contractor, shall be owner's responsibility.
11. Contractor shall be responsible for clean-up and removal of contractor's work and materials only.
12. If asphalt compaction tests are required by customer or agency, these must be performed while asphalt is being laid. Tests performed at a later date are not an acceptable method, and we assume no responsibility for those results.
13. Contractor is not responsible for proper drainage if grade is less than 2%.
14. Grades are to be furnish plus and minus four hundredths (0.04) - No Fine Grade.
15. Jobsite must be accessible to heavy equipment.

NOTICE IS HEREBY GIVEN THAT WORK AND MATERIAL FURNISHED BY CONTRACTOR MAY SUBJECT THE PROPERTY ON WHICH SAID WORK IS PERFORMED TO THE LIEN LAWS OF THE STATE OF CALIFORNIA PURSUANT TO SECTION 1193 OF THE CODE OF CIVIL PROCEDURE OF SAID STATE. CUSTOMER ACKNOWLEDGES THAT HE HAS RECEIVED A LEGIBLE COPY OF THIS TWO PAGE PROPOSAL.

Payment in full upon completion or it is agreed that 1% per month will be charged when account becomes overdue.