

Proposal

Concrete Finish Work

JOB: Sunset Heights Concrete Gutter - Lower
DATE: 13 Oct 2023
LOCATION: Pine Grove, California

Addendums LGM acknowledges:
No acknowledgement means "None".

LGM proposes to furnish all fabrication, materials, and applicable taxes necessary to complete the following outlined work on the above-named project, as shown on the plans and described in the specifications and acknowledged written addenda as follows:

Scope of Work: Concrete Gutter Work

- Concrete Gutter 425 LF of 4" thick, 2' wide, with #3 reinforcement, Sawcut Asphalt 425 LF, 12" Excavation, with 4" AB Aggregate Backfill, Finished and sawcut expansion joints
- Provide Project Supervision by qualified individual for design assistance and Field Quality Control" as required.
- Small Enterprise (SBE): LGM Construction is registered as an MSB (Micro Small Business) with the State of California. MSB Certification number 1421440.
- Department of Industrial Relations (DIR): LGM Construction is registered as a PWC (Public Works Contractor) Registration number 1000000250.
- EIN: 68-0270203

Quote includes the following:

1. **LEAD TIME: 30 Days**
2. **Freight:** From manufacturer to jobsite included.
3. **State Sales Tax:** Included.
4. **Building Design & Approvals:** Design parameters as mentioned above. In accordance California Building Code
5. **Warranties:** 20-Year Panel Finish Warranty.

BASE BID

\$ 21,107.00

Provide Concrete Gutter.



SIGNED: _____
TITLE: Ron Regan, President

DATE: 13 Oct, 2023

This Bid is valid for 30 days, see following Exclusions, Clarifications, Terms, and Conditions.

Terms of Payment:

- 10 Days from Invoice

Pricing and Delivery Qualifications:

1. Acceptance of the bid constitutes acceptance of the contractor's terms contained therein.
2. Regardless of any agreement to contrary, in the event of significant delay or price increase of material occurring during the award and/or performance of the contract through no fault of LGM Construction, the contract sum, time of performance or contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents and/or Caltrans Standards.

- 3. Force Majeure. Neither LGM nor Buyer shall be liable to the other for damages nor shall the Quote or Order be terminated nor a breach be deemed to have occurred because of any failure to perform caused by a “Force Majeure”. This includes an outbreak of disease expressly includes the current Covid-19 pandemic, with the original coronavirus and its iterative variants.**

Exclusions:

The following items are not included in this proposal unless otherwise specifically noted above:

- Codes and or standards not specifically used in the 2022 building code
- Cold weather protection, tenting, or heating

Clarifications and Conditions:

1. Anything not specifically included is excluded. This proposal is contingent upon the execution of a mutually agreeable Sub Agreement where this proposal shall become part of and supersede any subsequent Purchase Order agreement. The Purchase Order Agreement shall not include the following:
 - a) “No damage for delay” clauses which violate Public Contract Code 7102
 - b) Time of essence clauses which violate Civil Code Section 1511
 - c) Language in Purchase Order which violate incorporation of terms and conditions of LGM’s proposal, or incorporation by reference, which take precedent.
2. If the Contractor utilizes a construction invoicing and payment system for payment applications or compliance monitoring, any Service or “Setup” Fees for processing of electronic payments of LGM, or its lower tiered subcontractors, shall be reimbursed in the form of a change order at cost plus 20%.
3. A reasonable staging area for job trailer, equipment, and materials close to working area will be required for unloading and staging of this project.
4. Deliveries shall be to a singular location.
5. General Contractor / Owner to provide sufficient all-weather access in and around buildings for the performance of the work.
6. LGM Construction anticipates one mobilization, additional mobilizations will be billed.
7. LGM Construction does not anticipate being shut down or impeded by other trades above and beyond normal subcontractor coordination.
8. Any and all accessories not specifically mentioned in this proposal shall be deemed additional and added to contract price prior to start of new work or charged at a reasonable price at final payment.
9. LGM will place debris from the process into LGM End Dump.
10. This proposal has no provisions for LGM Construction’s participation in liquidated damages.
11. Price must be accepted within 30 days to protect this Quote.
12. Water, power, and sanitary facilities by others at convenient locations.
13. LGM Construction is to be notified in writing within 5 calendar days of notice of completion or cessation of work filing date.
14. LGM Construction to be compensated for any deviation and/or change from the scope of work identified in this proposal that results in an increase of work, time to construct, and/or rework.
15. LGM Construction reserves the right to commence, continue with, or cancel erection of building due to adverse weather conditions. In the event the Contractor requires LGM Construction to commence or continue erection against recommendations, LGM Construction shall not be responsible for additional labor.
16. LGM Construction is not responsible for delays due to weather. Rain delays include dry up days.
17. This proposal is based upon the normal eight (8) hour workdays, five (5) day workweeks.
18. General Liability Insurance Aggregate shall be maximum \$2,000,000.00