

BID FORM

Ravenswood City School District
LOS ROBLES-RONALD MCNAIR ACADEMY
2033 Pulgas Avenue
East Palo Alto, CA 94303

SITE FENCE AND SIDEWALK IMPROVEMENT

DSA APPLICATION NUMBER A01-118023

2120 Euclid Avenue
East Palo Alto, CA 94303

2/7/19

(Date)

Ravenswood City School District
2120 Euclid Avenue
East Palo Alto, CA 94303

The Undersigned, doing business under the firm name of GUERRA Const. Group, hereby proposes and agrees to enter into an agreement, to furnish any and all labor, materials equipment and services for the completion of work described hereinafter and in the Contract Documents entitled construction of:

Site Fence and Sidewalk Improvement

Prepared by:

JAMIE GUERRA
(Estimator Name)

for the sum quoted below:

A. **BASE BID:** Based upon all work required to satisfactorily complete the work indicated in the related Plans and Specifications complying with the Division of the State Architect, excluding the Alternate Bids.

Item 1 – Base Bid:

\$ 368,760

Item 2 – District's Allowance:

\$ 25,000.00

(As stated in the scope of work documents)

Total (Combination of Item 1 and Item 2):

\$ 393,760

Three-hundred and Ninety-three thousand and seven-hundred and sixty dollars

Dollars

B. **ITEMIZED BREAKDOWN OF ALTERNATES:** The Bidder agrees that each of the following itemized amounts in each ALTERNATE BID will not be withdrawn for a period of ninety (90) calendar days after the Bid Opening date. Should the District elect to accomplish any one or combination of the following amounts not included as part of the Contract Price, then the Bidder (Contractor of record) agrees to

incorporate and complete the item as a prepared Change Order at the stipulated amounts.

UNIT PRICES:

Unit Price no. 1: N/A \$ _____
Unit Price no. 2: N/A \$ _____

ALTERNATE BID (ADDITION):

Alternate 1: N/A \$ _____
Alternate 2: N/A \$ _____

- C. **LETTER OF INTENT TO AWARD:** The undersigned hereby designates as its office to which the Notice of Apparent Low Bid may be mailed, emailed, or delivered:

784 MEMOREX DR.
SANTA CLARA, CA 95050

D. INSURANCE:

- (1) Our Public Liability and Property Damage Insurance is placed with

GEMINI INSURANCE - GL
TRAVELERS - Auto

- (2) Our Workers' Compensation Insurance is placed with

OHIO CASUALTY INSURANCE

E. COMPLETION DATE.

Contractor agrees that all work required to be performed by the Contract Documents shall be completed by all milestone dates specified in the scope of work documents. Contractor acknowledges that it shall be liable for liquidated damages if the Project is not completed by these dates.

F. **ADDENDA.**

Contractor acknowledges receipt of the following addenda:

Addendum No. <u>1</u>	Date of Document: <u>1/14/19</u>
Addendum No. <u>2</u>	Date of Document: <u>2/4/19</u>
Addendum No. <u>3</u>	Date of Document: <u>2/4/19</u>
Addendum No. _____	Date of Document: _____

F. **CLARIFICATION.**

Contractor acknowledges receipt of the following clarification:

Clarification No. _____	Date of Document: _____
Clarification No: _____	Date of Document: _____
Clarification No. _____	Date of Document: _____
Clarification No: _____	Date of Document: _____

G. **EXECUTION OF BID.**

If the Bidder is a corporation, state the capacity/title of the corporate officer signing and affix the corporate seal; if a partnership, all partners should sign under the partnership name on a separate page attached to and made part of the bid. Unsigned bids will not be accepted.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.


SIGNATURE

GUERRA CONST. GROUP

NAME OF COMPANY AS LICENSED

984 MEMOREX DR.

ADDRESS

SANTA CLARA

CITY

408-279-2027

TELEPHONE NUMBER

PRESIDENT
TITLE

915544

CONTRACTOR LICENSE NO.

ATB 5/31/2020

CLASS

CA

EXPIRATION DATE

95050

STATE

2/7/19

ZIP

DATE

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 Santa Clara)

On February 7, 2019 before me, Kristin Mejia, Notary Public
(insert name and title of the officer)

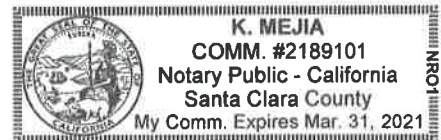
personally appeared Jaime Guerra
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by 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.

Signature _____

(Seal)



BID BOND

We the undersigned Guerra Construction Group as
Principal and The Gray Insurance Company as Surety, are hereby held and firmly bound
unto the Ravenswood City School District in the sum of
Ten Percent (10%) of the Total Amount Bid Dollars (\$ 10%) for payment of which sum, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to
the District a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing
for the construction of

Ravenswood City School District
LOS ROBLES-RONALD MCNAIR ACADEMY
2033 Pulgas Avenue
East Palo Alto, CA 94303

DSA APPLICATION NUMBER A118023

2120 Euclid Avenue
East Palo Alto, CA 94303

Site Fence and Sidewalk Improvement

in strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract
in the form of agreement attached hereto and shall execute and deliver Performance and
Payment Bonds in the forms attached hereto (all properly completed in accordance with
said bid) within the time periods stated in the bid documents, 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 full force and effect,
it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal
hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract on the call for bids, or to the work to be performed
hereunder, or the specifications accompanying the same, shall in any way affect its obligation under this
bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the
terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the
Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be
fixed by the court.

NONCOLLUSION DECLARATION

Ravenswood City School District
LOS ROBLES-RONALD MCNAIR ACADEMY
2033 Pulgas Avenue
East Palo Alto, CA 94303

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2120 Euclid Avenue
East Palo Alto, CA 94303
Site Fence and Sidewalk Improvement

I, JAMIE GUERRA, declare that I am the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Agreement of anyone interested in the proposed Agreement; that all statements contained in the bid are true, and, further, that the Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member of agent thereof to effectuate a collusive or sham bid.

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

2/7/19
(Date)

JAMIE GUERRA
(Print Name)

[Signature]
(Signature)

PRESIDENT
(Official Capacity)

GUERRA CONST. GROUP
(Company Name)

984 MEMORIX DR.
(Company Address)

SANTA CLARA, CA 95050

408-279-2027
(Company Telephone Number)

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 Santa Clara)

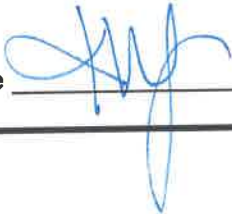
On Febrauary 7, 2019 before me, Kristin Mejia, Notary Public
(insert name and title of the officer)

personally appeared Jaime Guerra
who proved to me on the basis of satisfactory 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.

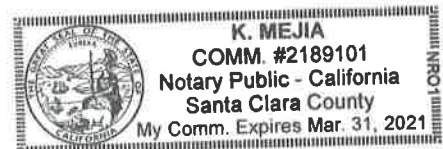
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



DESIGNATION OF SUBCONTRACTORS

Bidders shall state the portion of work by trade (electrical, painting, etc.) that each subcontractor will perform. Additionally, the Bidder shall state the name, California contractor license number, public works contractor registration number, and business address for all designated subcontractors. Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

In compliance with the provisions of sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and the location of the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Bidder on, in, or about the construction of the work or improvement to be performed under these specifications and the portion of the work which will be done by each subcontractor.

If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract, the Bidder shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the District. PRINT LEGIBLY.

PORTION OF WORK	SUBCONTRACTOR NAME	CA LICENSE NUMBER AND DIR REGISTRATION NUMBER	LOCATION (CITY & STATE)
Fencing	AAA Fence	522762 and 1000002526	Santa Clara CA

STATEMENT OF COMPLIANCE

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GUERRA CONST. GROUP
(Company Name)

(hereinafter referred to as "prospective Contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective Contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, physical and mental disabilities, or age (over forty).

I, JAMIE GUERRA
(Name of Official)

hereby swear that I am duly authorized to legally bind the prospective Contractor to the above-described certification. I am fully aware that this certification, signed on 2/7/19
(date)

in the County of SANTA CLARA, is made under the penalty of perjury
(County)

under the laws of the State of California.

[Signature]
(Signature)

PRESIDENT
(Print or Type Title)

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200, et seq.)

Ravenswood City School District Project Name: Los Robles - McNair Site Fence

Contractor Name: GUERRA CONSTRUCTION GROUP

I, the person who is identified below and who has signed this certification, hereby certify, subject to penalty for perjury, that: (i) I have inherent authority, or I have been duly authorized by the Contractor, to execute this certification on behalf of the Contractor; and (ii) the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☒ The Contractor is not:

- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☒ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☒ The Final Contract Sum, as defined in Section 5 of the Agreement, payable to the Contractor for the Project as of the date of this certification does not exceed \$1,000,000.

Certifier Signature: _____

Printed Name: _____

Title: _____

Date Executed: _____



JAMIE GUERRA

PRESIDENT

2/7/19

Please note: In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the contract and/or ineligibility to bid on contracts for three years.

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORD CHECKS
(CALIFORNIA EDUCATION CODE SECTION 45125.2)

Ravenswood City School District Project Name: Ravenswood Middle School Realignment Phase 1

In bidding on the Project and/or entering into a contract with the District for the Project, the below indicated bidder certifies that it is aware of the following provisions of the California Education Code and agrees to comply if the bidder is selected as the Contractor for the Project:

Section 45125.2: Construction, etc. contractors; pupil safety

- a. A school district contracting with an entity for the construction, reconstruction, rehabilitation or repair of a school facility where the employees of the entity will have contact, other than limited contact, with pupils shall ensure the safety of the pupils by one or more of the following methods:
 1. The installation of a physical barrier at the worksite to limit contact with pupils.
 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. For purposes of this paragraph, an employee of the entity may submit his or her fingerprints to the Department of Justice pursuant to subdivision (a) of Section 45125.1 and the department shall comply with subdivision (d) of Section 45125.1.
 3. Surveillance of employees of the entity by school personnel.
- b. An entity that contracts with a school district for the construction, reconstruction, rehabilitation or repair of a school facility is not required to comply with the requirements of Section 45125.1 if one or more of the methods described in subdivision (a) are utilized.
- c. For purposes of this section, a violent felony is any felony listed subdivision (c) of Section 667.5 of the Penal Code and a serious felony is any felony listed in subdivision (c) of Section 1192.7 of the Penal Code.
- d. This section shall not apply to an entity providing construction, reconstruction, rehabilitation or repair services to a school district in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

Certifier Signature:



Printed Name:

JAMIE GUERRA

Title:

PRESIDENT

Date Executed:

2/12/19