

BID FORM

Ravenswood City School District
COSTANO ELEMENTARY SCHOOL
2695 Fordham Street
East Palo Alto, CA 94303

KINDERGARTE PLAY AREA RENOVATION

DSA APPLICATION NUMBER A01-118159

2120 Euclid Avenue
East Palo Alto, CA 94303

April 10, 2019
(Date)

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

The Undersigned, doing business under the firm name of GALEB PAVING, INC., 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:

Kindergarten Play Area Renovation

Prepared by:

LEE PELLICCIOTTI
(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:

\$ 793,000.00

Item 2 – District's Allowance:

none

(As stated in the scope of work documents)

Total (Combination of Item 1 and Item 2):

Seven Hundred Ninety Three Thousand 00/100 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OF ALTERNATES: The Bidder agrees that each of the following itemized amounts in each ALTERNATE BID will not be withdrawn for a period of ninety (90) calendar days after the Bid Opening date.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

Bid Form

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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:

12340 SARATOGA - SUNNYVALE RD. SARATOGA, CA 95070
E-MAIL: LGE C GALESPAVING.COY

D. **INSURANCE:**

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

LANDMARK AMERICAN INSURANCE CO.

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

STATE FUND

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>3-14-2019</u>
Addendum No. <u>2</u>	Date of Document: <u>4-02-2019</u>
Addendum No. _____	Date of Document: _____
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
GALES PAVING, INC.
NAME OF COMPANY AS LICENSED
12340 SARATOGA - SUNNYVALE RD.
ADDRESS
SARATOGA
CITY
408.253.4747
TELEPHONE NUMBER

VICE PRESIDENT
TITLE
325912
CONTRACTOR LICENSE NO.
A 4.30.2021
CLASS EXPIRATION DATE
CA 95070
STATE ZIP
APRIL 10, 2019
DATE

BID BOND

We the undersigned Galeb Paving, Inc. as Principal and The Ohio Casualty Insurance Company as Surety, are hereby held and firmly bound unto the Ravenswood City School District "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

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Kindergarten Play Area Renovation

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.

See Attached California Notary Acknowledgment for Surety

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.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under several seals this 1st day of April, 20 , the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In presence of:

(Notary Seal)

Galeb Paving, Inc.

By: [Signature]
(Principal)

TOMO CAUERS, VICE PRESIDENT

(Business Address)
12340 Saratoga-Sunnyvale Road
Saratoga, CA 95070

The Ohio Casualty Insurance Company
(Corporate Surety)

By: [Signature]
Erin Bautista, Attorney-in-Fact

(Business Address)
255 California Street, Suite 950
San Francisco, CA 94111

The rate or premium of this bond is N/A per thousand, the total amount of premium charged, \$ N/C.

(The above must be filled in by Corporate Surety).

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 April 10, 2019 before me, Kelli Castillo, Notary Public
(insert name and title of the officer)

personally appeared Tomo Galeb
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

Kelli Castillo

(Seal)



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 April 1, 2019 before me, Jean L. Neu, Notary Public
(insert name and title of the officer)

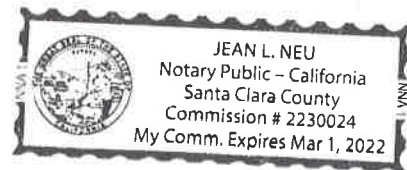
personally appeared Erin Bautista
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8018358

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **Bryan D. Martin; Erin Bautista; Angelina A. Campano; Jean L. Neu; Debra Ann Perry**

all of the city of San Mateo, state of CA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of February, 2018.



STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

On this 22nd day of February, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of April, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

NONCOLLUSION DECLARATION

Ravenswood City School District
COSTANO ELEMENTARY SCHOOL
2695 Fordham Street
East Palo Alto, CA 94303

DSA APPLICATION NO. A118159

2120 Euclid Avenue
East Palo Alto, CA 94303
Kindergarten Play Area Renovation

I, TOMO GALES, 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.

APRIL 10, 2019
(Date)

TOMO GALES
(Print Name)


(Signature)

VICE PRESIDENT
(Official Capacity)

GALES PAVING, INC.
(Company Name)

12340 SARATOGA - SUNNYVALE RD.
(Company Address)

SARATOGA, CA 95070
408.253.4747
(Company Telephone Number)

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)
SITE CONCRETE	CASEY - FDGLI	265292 1000008424	HAYWARD, CA
LANDSCAPE	LONESTAR	463280 1000002345	SAN MARTIN, CA
FENCE	CAL - WEST	836779 1000055639	SAN MARTIN, CA
PMT. MARKING	TRI - VALLEY	850528 1000000653	PLEASANT HILL, CA

STATEMENT OF COMPLIANCE

Ravenswood City School District
COSTANO ELEMENTARY SCHOOL
2695 Fordham Street
East Palo Alto, CA 94303

DSA APPLICATION NO. A118159

2120 Euclid Avenue
East Palo Alto, CA 94303

Kindergarten Play Area Renovation

GALEB PAVING, INC.

(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, TOMO GALEB
(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 APRIL 10, 2017
(date)

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

under the laws of the State of California.


(Signature)

VICE PRESIDENT

(Print or Type Title)

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

Ravenswood City School District Project Name: KINDERGARTEN PLAY AREA REPLACEMENT
COSTANO ELEMENTARY SCHOOL

Contractor Name: GAUER PAVING, INC.

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: _____

TOMO GAUER

VICE PRESIDENT

APRIL 10, 2019

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:

TOMO GALEIS

Title:

VICE PRINCIPAL

Date Executed:

APRIL 10, 2019