

BID FORM AND PROPOSAL

To: Governing Board of the Pleasanton Unified School District ("District" or "Owner")

From: Integra Construction Services, Inc.
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **2018-12.21** _____, for the following project known as:

HARVEST PARK MIDDLE SCHOOL FIRE DAMAGED LIBRARY DEMOLITION

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

THREE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED AND SIX	dollars	\$ 397,506
BASE BID		

Additive/Deductive Alternates:

Alternate #1

N/A	dollars	\$ N/A
Additive/Deductive		

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared an Allowance Expenditure Directive incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration

8. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>April 9th, 2019</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>April 9th, 2019</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>April 12th, 2019</u>	No. _____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is a A, B, and/or C-21 license.
10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract
13. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
14. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
15. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
16. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 18th day of April 20 19

Name of Bidder: Integra Construction Services, Inc.

Type of Organization: Corporation

Signed by:  Alexander Giammona

Title of Signer: Chief Financial Officer

Address of Bidder: 4133 Mohr Avenue, Suite D, Pleasanton, CA 94566

Taxpayer Identification No. of Bidder: 90-0556153

Telephone Number: (925) 398-8290

Fax Number: (925) 398-8245

E-mail: alex@integra-csi.com Web Page: N/A

Contractor's License No(s): No.: 481246 Class: A & B Expiration Date: 9/30/2020

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000002133

END OF DOCUMENT

DOCUMENT 00 43 13

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Integra Construction Services, Inc., as Principal ("Principal"), and Argonaut Insurance Company, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Pleasanton Unified School District ("District") of Alameda County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

Ten Percent of Their Greatest Amount Bid Dollars (\$ **10% of G.A.B.**)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: **HARVEST PARK MIDDLE SCHOOL - FIRE DAMAGED LIBRARY PROJECT** ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, 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 the Contract or the call for bids, or to the work, or to the specifications.

**PLEASANTON UNIFIED SCHOOL DISTRICT
HARVEST PARK MIDDLE SCHOOL
FIRE DAMAGED LIBRARY PROJECT**

**BID BOND
DOCUMENT 00 43 13-1**

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 15th day of April, 2019.

Integra Construction Services, Inc.

Principal



By

Argonaut Insurance Company c/o CMGIA
20335 Ventura Blvd., Ste 426, Woodland Hills, CA 91364

Surety



By Stacey Garcia, Attorney-In-Fact

Preferred Bonding Insurance Services

Name of California Agent of Surety

3455 Ocean View Blvd., Suite 200
Glendale, CA 91208

Address of California Agent of Surety

(323)663-7814

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

PLEASANTON UNIFIED SCHOOL DISTRICT
HARVEST PARK MIDDLE SCHOOL
FIRE DAMAGED LIBRARY PROJECT

BID BOND
DOCUMENT 00 43 13-2

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Latanya Taylor, Stacey Garcia

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 15th day of April, 2019.



James Bluzard, Vice President-Surety

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 LOS ANGELES)
On APR 15 2019 before me, SHIRLEY GIGGLES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared STACEY GARCIA
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

PROJECT: HARVEST PARK MIDDLE SCHOOL - FIRE DAMAGED LIBRARY PROJECT

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: Central Valley Environmental

CA Cont. Lic. #: 974852 Location: Rohnert Park, CA

Portion of Work: Abatement

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Date: _____ **April 18th, 2019** _____

Proper Name of Bidder: _____ **Integra Construction Services, Inc.** _____

Signature: _____  _____

Print Name: _____ **Alexander Giammona** _____

Title: _____ **Chief Financial Officer** _____

END OF DOCUMENT

**PLEASANTON UNIFIED SCHOOL DISTRICT
HARVEST PARK MIDDLE SCHOOL
FIRE DAMAGED LIBRARY PROJECT**

**DESIGNATED SUBCONTRACTORS LIST
DOCUMENT 00 43 36-2**

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: **HARVEST PARK MIDDLE SCHOOL - FIRE DAMAGED LIBRARY PROJECT**

Check option that applies:

I certify that I visited the Site of the proposed Work, received the attached 2 pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

I certify that _____ (Bidder's representative) visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Pleasanton Unified School District, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: April 18th, 2019

Proper Name of Bidder: Integra Construction Services, Inc.

Signature: 

Print Name: Alexander Giammona

Title: Chief Financial Officer

**PLEASANTON UNIFIED SCHOOL DISTRICT
HARVEST PARK MIDDLE SCHOOL
FIRE DAMAGED LIBRARY PROJECT**

**SITE VISIT CERTIFICATION
DOCUMENT 00 45 01-1**

ATTACHMENTS:

- 1. Mandatory Job Walk Sign-in Sheet**
- 2.**
- 3.**

END OF DOCUMENT

Harvest Park Middle School – Library Rebuild Due To Fire Project

Pleasanton Unified School District
Mandatory Bid Walk
April 8, 2019 @ 3:00 pm, Harvest Park Middle School – Administrative Offices

*Integra Construction
Services, Inc.*

Alex Giammona License # 481246
Project Manager
Treasurer



4133 Mohr Avenue, Suite D Office: (925) 398-8290
Pleasanton, CA 94566 Cell: (925) 596-5032
alex@integra-csi.com Fax: (925) 398-8245

Regulatory Consulting and
Environmental Engineering Services

PQP
Clyde Morton

2357 Hagen Oaks Drive (925) 820-5164
Alamo, CA 94507 Cell (925) 588-8158
chm3@aol.com FAX (925) 820-5369

Printed Attendee Name: Alexander Giammona

Email: alex@integra-csi.com

Sign In: *[Signature]*

Sign Out: *[Signature]*

Printed Attendee Name: ^{PQP} CLYDE MORTON

Email: CHM3@AOL.COM

Sign In: *Clyde Morton*

Sign Out: *Clyde Morton*

Printed Attendee Name: C.V.E

Email: ~~mark~~ donna.S@CUECORP.com

Sign In: *Mark S*

Sign Out: *Mark S*

Harvest Park Middle School – Library Rebuild Due To Fire Project

Pleasanton Unified School District

Mandatory Bid Walk

April 8, 2019 @ 3:00 pm, Harvest Park Middle School – Administrative Offices



WATER, SOIL, & ENVIRONMENTAL SERVICES

SUSAN VALLEY
Sr. Project Manager

510.856.6093 Cell
510.315.5400 Main
510.324.8016 Fax
svalley@rmc.com

4142 Point Eden Way
Hayward, CA 94545
www.rmc.com
LIC #765595 / DOSH #874

SUSAN VALLEY
RESTORATION
MANAGEMENT

Printed Attendee Name: Demol NAZ.

Email: SValley@Rmc.com

Sign In: 2:42 P.M.

Sign Out: 3:30



DWH
creative contracting

CESAR SALINAS

ESTIMATOR / PROJECT MANAGER
DEMOLITION & ABATEMENT SERVICES
CSALINAS@DWHREMOVAL.COM
WWW.DWHCREATIVECONTRACTING.COM | C: 925-808-5691
Lic. #985951 | O: 510-255-6555
SBE WOSB WBE

Printed Attendee Name: Cesar Salinas
Demol/abatement Sub

Email: csalinas@dwhremoval.com

Sign In: 2:52 PM

Sign Out: 3:10 PM

(Blank business card area)

HARVEY WOOD

Printed Attendee Name: FE CONTROLS

Email: HARVEYW@FECONTROLS.COM

Sign In: 2:55

Sign Out: 3:30

BID 2018-19.21
HARVEST PARK MS FIRE DAMAGED LIBRARY REMOVAL
PLEASANTON UNIFIED SCHOOL DISTRICT

Addendum #1

The following changes, deletions, additions, and/or updates in, on, and to the General Instructions shall apply to proposals made for submissions to BID 2018-19.21.

This Addendum supersedes all General Instructions to the items as outlined. Indicate receipt of this Addendum on the Bid Proposal.

ITEM 1: ELECTRICAL DRAWINGS

Addendum to the bid documents that contains the electrical drawings.

Acknowledgement of Addendum #1

By:



Alexander Giammona
Chief Financial Officer
Integra Construction Services, Inc.

Updated Apr 9th 2019

BID 2018-19.21
HARVEST PARK MS FIRE DAMAGED LIBRARY REMOVAL
PLEASANTON UNIFIED SCHOOL DISTRICT

Addendum #2

The following changes, deletions, additions, and/or updates in, on, and to the General Instructions shall apply to proposals made for submissions to BID 2018-19.21.

This Addendum supersedes all General Instructions to the items as outlined. Indicate receipt of this Addendum on the Bid Proposal.

ITEM 1: Structural Evaluation of Fire Damage to Library

ITEM 2: Hazardous Materials Survey and Abatement Specifications

Addendum to the bid documents to include the structural evaluation of fire damage to the library and hazardous materials survey and abatement specifications.

Acknowledgement of Addendum #2

By:



Alexander Giammona
Chief Financial Officer
Integra Construction Services, Inc.

Updated Apr 9th 2019

BID 2018-19.21
HARVEST PARK MS FIRE DAMAGED LIBRARY REMOVAL
PLEASANTON UNIFIED SCHOOL DISTRICT

Addendum #3

The following changes, deletions, additions, and/or updates in, on, and to the General Instructions shall apply to proposals made for submissions to BID 2018-19.21.

This Addendum supersedes all General Instructions to the items as outlined. Indicate receipt of this Addendum on the Bid Proposal.

ITEM 1: Adjustments to the Demolition Work

Addendum to the bid documents to include the adjustments made to the demolition work and updated drawings.

Acknowledgement of Addendum #3

By:



Alexander Giammona
Chief Financial Officer
Integra Construction Services, Inc.

Updated Apr 12th 2019