

BID FORM AND PROPOSAL

To: Governing Board of **Sylvan Union School District** (“District” or “Owner”),
Bid No. 2018-19 #1.

From: Robert E. Boyer Construction, Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, 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 .

Sylvan Elementary School – Window Replacement

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

Base Bid:

Three Hundred Ten Thousand Nine Hundred	dollars	\$	<u>310,900</u>
<i>BASE BID</i>			

Alternate #1 – Window Replacement - Building “C”:

Seventy-Three Thousand Three Hundred Forty	dollars	\$	<u>73,340</u>
<i>Add</i>			

Alternate #2 - Window Replacement – Building “D”:

One Hundred Thirteen Thousand Nine Hundred			
Fifty	dollars	\$	<u>113,950</u>
<i>Add</i>			

Alternate #3 - Window Replacement – Building “E” – Classroom Portion:

One Hundred Forty-Two Thousand One Hundred			
Fifty	dollars	\$	<u>142,150</u>
<i>Add</i>			

Alternate #4 – Window Replacement – Building “F”:

Seventy-Six Thousand Two Hundred Eighty	dollars	\$	76,280
<i>Add</i>			

Alternate #5 – Window Replacement – Building “G”:

One Hundred Forty-Three Thousand Seven Hundred Ten	dollars	\$	143,710
<i>Add</i>			

Alternate #6 – Window Replacement – Building “H”:

One Hundred Thirty-Eight Thousand One Hundred Eighty-Three	dollars	\$	138,183
<i>Add</i>			

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

Unit Prices. The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES N/A

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
1	N/A	Sq. Ft.	Sq. Ft.	\$ _____	\$ _____
2		Sq. Ft.	Sq. Ft.	\$ _____	\$ _____
3		Sq. Ft.	Sq. Ft.	\$ _____	\$ _____

4	N/A	Sq. Ft.	Sq. Ft.	\$ _____	\$ _____
5		Sq. Ft.	Sq. Ft.	\$ _____	\$ _____
6		Sq. Ft.	Sq. Ft.	\$ _____	\$ _____
7		Sq. Ft.	Sq. Ft.	\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

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.

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.

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.

The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.

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.

The following documents are attached hereto:

- Bid Bond on the District's form or other security

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 8th day of January 20 19

Name of Bidder Robert E. Boyer Construction, Inc.

Type of Organization Corporation

Signed by  Robert Boyer

Title of Signer President

Address of Bidder 19608 E. Mono Way, Sonora, CA 95370

Taxpayer's Identification No. of Bidder 77-0141342

Telephone Number (209) 586-5010

Fax Number (209) 586-5099

E-mail rebconst@gmail.com Web page boyerbuild.com

Contractor's License No(s): No.: 509381 Class: A & B Expiration Date: 4/30/2019

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000000712

If Bidder is a corporation, affix corporate seal.

Name of Corporation: Robert E. Boyer Construction, Inc.

President: Robert Boyer

Secretary: Katherine Boyer (CFO)

Treasurer: Jesse Oliva (Vice President)

Manager: Michael Oliva (Vice President)

END OF DOCUMENT

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, as Robert E. Boyer Construction, Inc. as Principal ("Principal"), and Travelers Casualty and Surety Company of America 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 **Sylvan Union School District** ("District") **Bid No. 2018-19 #1**, of Stanislaus County, State of California as Obligee, in the sum of

Ten Percent of the Bid Amount Dollars (\$ 10%)

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:

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.

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 12th day of December, 2018.

(Affix Corporate Seal)

Robert E. Boyer Construction, Inc.

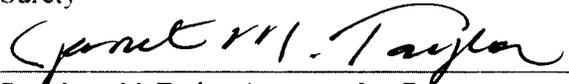
Principal

By  Robert E. Boyer, President

(Affix Corporate Seal)

Travelers Casualty and Surety Company of America

Surety

By  Janet M. Taylor, Attorney - In - Fact

Cutler Segerstrom Insurance Agency

Name of California Agent of Surety

1030 Greenley Rd., Sonora, CA 95370

Address of California Agent of Surety

(209) 532-6951

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



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Janet M. Taylor of Sonora California, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 12th day of December, 2018



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

ALL-PURPOSE 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 Tuolumne } SS.

On December 12, 2018, before me, Heather L. Karney, Notary Public,
DATE

personally appeared Janet M. Taylor, 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.

Heather L. Karney, Notary Public
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- SUBSCRIBING WITNESS
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

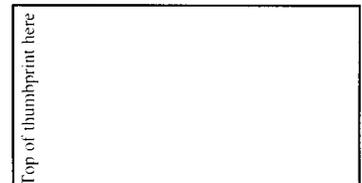
DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER



DESIGNATED SUBCONTRACTORS LIST

**PROJECT: Sylvan Elementary School – Window Replacement
Bid No. 2018-19 #1**

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., 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 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 under Public Contract Code section 4100, et seq., 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 bids 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 Bid, including alternates.

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

Subcontractor Name: Banks Glass

CA Cont. Lic. & DIR #: 414203, 1000008666 Location: Jamestown, CA

Portion of Work: Glazing

Subcontractor Name: RA Custom Finishes, Inc.

CA Cont. Lic. & DIR #: 1030451, 1000040890 Location: Patterson, CA

Portion of Work: Painting

Subcontractor Name: Coastwide Environmental Technologies, Inc.

CA Cont. Lic. & DIR #: 523560, 1000001357 Location: Watsonville, CA

Portion of Work: Abatement

Subcontractor Name: GQ Plastering, Inc.
CA Cont. Lic. & DIR #: 971251, 1000014978 Location: Oakdale, CA
Portion of Work: Plaster

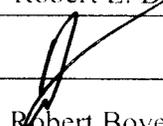
Subcontractor Name: _____
CA Cont. Lic. & DIR #: _____ Location: _____
Portion of Work: _____

Subcontractor Name: _____
CA Cont. Lic. & DIR #: _____ Location: _____
Portion of Work: _____

Subcontractor Name: _____
CA Cont. Lic. & DIR #: _____ Location: _____
Portion of Work: _____

Subcontractor Name: _____
CA Cont. Lic. & DIR #: _____ Location: _____
Portion of Work: _____

Subcontractor Name: _____
CA Cont. Lic. & DIR #: _____ Location: _____
Portion of Work: _____

Date: 1/8/2019
Proper Name of Bidder: Robert E. Boyer Construction, Inc.
Signature: 
Print Name: Robert Boyer
Title: President

END OF DOCUMENT

SITE VISIT CERTIFICATION

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

**PROJECT: Sylvan Elementary School – Window Replacement
Bid No. 2018-19 #1**

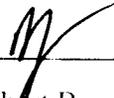
Check option that applies:

I certify that I visited the Site of the proposed Work 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 Jesse Oliva (Bidder's representative) visited the Site of the proposed Work 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 **Sylvan Union School District**, its Architect, its Engineer, 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: 1/8/2019
Proper Name of Bidder: Robert E. Boyer Construction, Inc.
Signature: 
Print Name: Robert Boyer
Title: President

END OF DOCUMENT

**NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
Public Contract Code Section 7106**

The undersigned declares:

Robert E. Boyer

I am the President of Construction, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/8/2019, at Sonora, CA.

Date: 1/8/2019

Proper Name of Bidder: Robert E. Boyer Construction, Inc.

Signature: 

Print Name: Robert Boyer

Title: President

END OF DOCUMENT

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)

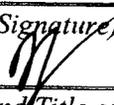
PROJECT: **Sylvan Elementary School - Window Replacement** between the **Sylvan Union School District** ("District"), **Bid No. 2018-19 #1** and Robert E. Boyer Construction, Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more to the District, the Bidder must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i> Robert E. Boyer Construction, Inc.	<i>Federal ID Number (or n/a)</i> 77-0141342
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Robert Boyer, President	

<i>Date Executed</i> 1/8/2019	<i>Executed in</i> Sonora, CA
----------------------------------	----------------------------------

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT