

BID FORM

REBID

of

NEW VISITOR BLEACHERS (Inc. 1) at DAVIS HIGH SCHOOL

Bid Package No. 15-11RB

FOR

DAVIS JOINT UNIFIED SCHOOL DISTRICT

CONTRACTOR
NAME:

Schultz Industries, Inc., dba Sturdisteel Company

ADDRESS:

P.O. Box 2655

Waco, TX 76702

TELEPHONE:

(800) 433-3116

FAX:

(254) 666-4472

EMAIL

rgroppe@sturdisteel.net

LICENSE NO.

727715

EXPIRATION
DATE

9/30/16

DIR

REGISTRATION

NO.

1000001982

TO: Davis Joint Unified School District, acting by and through its Governing Board, herein called "Owner".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the Owner, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID PACKAGE NO. 15-11RB

REBID

NEW VISITOR BLEACHERS

At

DAVIS HIGH SCHOOL

in the Owner described above, all in strict conformance with the drawings and other Contract Documents on file at the Owner Offices of said Owner for amounts set forth herein.

2. **BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:**

Number	Number	Number	Number	Number	Number	Number	Number
<u>1</u>							

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. **TOTAL BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS:**

Three hundred twenty-three thousand five hundred DOLLARS
(\$ 323,500.00)

3a. **PROJECT ALLOWANCE (UNFORSEEN CONDITIONS & OWNER CONTINGENCY)**

(\$30,000) Add to above Base Bid.

4. **DEDUCTIVE ALTERNATES:**

a. **Modify Bleacher Seating to "FULL DECK"**

DEDUCT Sixteen thousand five hundred DOLLARS
(- \$ 16,500.00)

b. **Modify Rise/Run Angle of Bleacher Assembly from 14" to 8" eliminating all half steps.**

DEDUCT Nine thousand DOLLARS
(- \$ 9,000.00)

c. **Omit Electrical Back-Up System Scope of Work**

DEDUCT _____ DOLLARS
(- \$ N/A)

5. **TIME FOR COMPLETION:** The Owner may give a notice to proceed within SIXTY (60) days of the award of the bid by the Owner. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly

studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, and the requisite time to complete Punch List.

In the event that the Owner desires to postpone giving the notice to proceed beyond this SIXTY (60) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

It is understood that the Owner reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of SIXTY (60) days after the date set for the opening of bids.

6. Attached is bid security in the amount of not less than ten percent (10%) of the bid:
Bid bond (10% of the Bid), certified check, or cashier's check (circle one)
7. The required List of Designated Subcontractors is attached hereto.
8. The required Non-Collusion Declaration is attached hereto.
9. The Substitution Request Form, if applicable, is attached hereto.
10. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the Owner a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the Owner the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the Owner's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.
11. The names of all persons interested in the foregoing proposal as principals are as follows:

Johnny Bledsoe, President

Taylor Bledsoe, Vice President

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

12. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

13. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 727715

License Expiration Date: 9/30/16

Name on License: Schultz Industries, Inc., dba Sturdisteel Company

Class of License: A

DIR Registration Number: 1000001982

If the bidder is a joint venture, each member of the joint venture must include the above information.

14. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the Owner may declare the bidder's bid deposit or bond forfeited as damages.

15. The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Special Conditions, Addenda, Specifications, and all other documents contained in the Project Manual, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Schultz Industries, Inc., dba Sturdisteel Company

Proper Name of Company

Johnny Bledsoe

Name of Bidder Representative

131 Ava Drive

Street Address

Hewitt, TX 76643

City, State, and Zip

(800) 433-3116

Phone Number

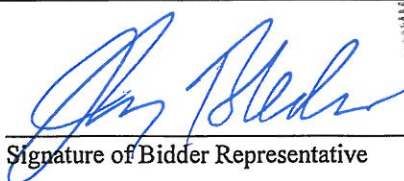
(254) 666-4472

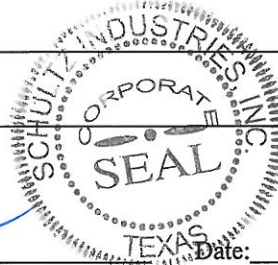
Fax Number

rgroppe@sturdisteel.net

E-Mail

By:


Signature of Bidder Representative



Date: 6/3/16

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where 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 authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work (%)	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*
25%	NATA Construction	32564 Cullen Court Winchester, CA 92596	943 562 Class B	delatorre3030@hotmail.com	1000001913
				951-210-5837	


Description & Portion of Work (%)	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*

* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder: Schultz Industries, Inc., dba Sturdisteel Company

Date: 6/3/16

Name: Johnny Bledsoe

Signature of Bidder Representative: 

Address: P.O. Box 2655, Waco, TX 76702

Phone: 800-433-3116

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public Owner, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.



(Signature)

Johnny Bledsoe, President
(Print)

6/3/16
(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the President [Title] of Schultz Industries, Inc. [Name of Company], 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 6/3/16 [Date], at Waco [City], Texas [State].

Signed: _____



Typed Name: Johnny Bledsoe

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and Western Surety Company (hereafter called "Surety"), are hereby held and firmly bound unto the Davis Joint Unified School District (hereafter called "Owner") in the sum of (\$ 10%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this 6th day of June, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of New Visitor Bleacher BP #15-11RB.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

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 the work to be performed thereunder, or the specifications accompanying the same, shall in anyway 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 the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.



(Corporate Seal)

By Schultz Industries, Inc. dba Sturdisteel Company

Principal's Signature

Johnny Bledsoe

Typed or Printed Name

President

Principal's Title

By

Surety's Signature

Lisa Nanninga

Typed or Printed Name

(Attached Attorney in Fact Certificate)

Attorney-in-Fact	_____
Title	_____
Western Surety Company	_____
Surety's Name	_____
PO Box 5077, Sioux Falls, SD 57117	_____
Surety's Address	_____
214-220-5674	_____
Surety's Phone Number	_____

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Western Surety Company

PO Box 5077

Sioux Falls, SD 57117

(Name and Address of agent or representative for
service of process in California if different from above)

(Telephone Number of Surety and agent or
representative for service of process in California).

555 Mission St., Suite 200

San, Francisco, CA 94105

800-262-9749

[End of Required Bid Documents to be Submitted with Bid]

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Douglas Peacock, Lisa Nanninga, Thomas George Chase III, Pamela Elaine Jones, Kerri Boen, Patrick Grady, Individually

of Waco, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of September, 2015.



WESTERN SURETY COMPANY

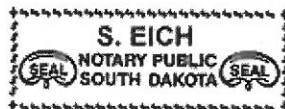
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of September, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, _____.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary