

BID FORM

FOR

2016 DM – Play Structure Fall Protection Surface Replacement Project

at (5) Five Sites

Bid Package No. 16-31

FOR

DAVIS JOINT UNIFIED SCHOOL DISTRICT

CONTRACTOR
NAME:

Alaniz Construction, Inc

ADDRESS:

7160 Stevenson Blvd.
Fremont, CA 94538

TELEPHONE:

(510) 770-5000

FAX:

(510) 770-5070

EMAIL

rosy@alanizpaving.com

LICENSE NO.

587021

EXPIRATION

DATE

@ 2/28/17

DIR

REGISTRATION

NO.

1000004707

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. 16-31

2016 DM – Play Structure Fall Protection Surface Replacement Project

At

Five Sites – Birch Lane, Montgomery, Pioneer, Willett & Patwin ES's

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>NONE</u>	<u>PA</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: **BIRCH LANE ES**
ninety three thousand two hundred and seventy Five DOLLARS
(\$ 93,275.00)
4. TOTAL BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS: **MONTGOMERY**
one hundred sixty nine thousand three hundred and eighteen DOLLARS
(\$ 169,318.00)
5. TOTAL BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS: **PIONEER ES**
one hundred thirty three thousand nine hundred DOLLARS
(\$ 133,900.00)
6. TOTAL BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS: **WILLETT ES**
Fifty Four thousand one hundred DOLLARS
(\$ 54,100.00)
7. TOTAL BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS: **PATWIN ES**
ninety three thousand nine hundred DOLLARS
(\$ 93,900.00)
8. PROJECT ALLOWANCE (UNFORSEEN CONDITIONS & OWNER CONTINGENCY)
(\$ 25,000)

9. TOTAL BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS: (ALL 5 SITES + ALLOWANCE)

Five hundred sixty nine thousand four hundred and ninety three DOLLARS
(\$ 569,493.00)

10. **TIME FOR COMPLETION:** The Owner may give a notice to proceed within Thirty (30) 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 Thirty (30) 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 Thirty (30) days after the date set for the opening of bids.

11. 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)

12. The required List of Designated Subcontractors is attached hereto.

13. The required Non-Collusion Declaration is attached hereto.

14. The Substitution Request Form, if applicable, is attached hereto.

15. 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.

16. The names of all persons interested in the foregoing proposal as principals are as follows:

Ross Maniz - CEO

Jesse Maniz - COB

Raudel Perez - 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.)

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

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

License Number: 587021

License Expiration Date: 2/28/2017

Name on License: Alaniz Construction, Inc.

Class of License: A, C12

DIR Registration Number: 1000004707

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

19. 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.

20. 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.

Alaniz Construction, Inc.

Proper Name of Company

Rosy Alaniz

Name of Bidder Representative

7160 Stevenson Blvd.

Street Address

Fremont, CA 94538

City, State, and Zip

(510) 770-5000

Phone Number

(510) 770-5070

Fax Number

rosy@alanizpaving.com

E-Mail

By:

Rosy B. Alaniz
Signature of Bidder Representative

Date:

1/19/2017

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.


**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)

Rosy Alaniz, CEO
(Print)

1/19/2017
(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 CEO [Title] of Alaniz Construction 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 11/9/2017 [Date], at Fremont [City], California [State].

Signed: _____

Typed Name: _____

BID GUARANTEE FORM
(Use only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the Davis Joint Unified School District or a certified check payable to the order of the Davis Joint Unified School District in an amount equal to ten percent (10%) of the base bid and alternates (\$BID BOND).

The proceeds of this check shall become the property of said Owner, if, this proposal shall be accepted by the Owner through the Owner's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the Owner within the required time; otherwise, said check is to be returned to the undersigned.

Alaniz Construction, Inc.
Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

Alaniz Construction, Inc. certifies that it has performed one of the following:

[Name of contractor/consultant]

- ☐ Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Davis Joint Unified School District, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- ☒ Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of 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.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date January 19, 2017

Alaniz Construction, Inc.
[Name of Contractor/Consultant]

Bosy D. Harris
By its: CEO

ATTACHMENT A:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

Edwin Martinez
Raudel Salinas
Jesse Alaniz

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*
Playground Tiles Installation	Leonard Construction	295 Chateau La Salle San Jose, CA 95111	PA C-61 / D-48 #577130	PA 408-564-7437 Leonconst561@yahoo.com	#1000008380

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: Alaniz Construction, Inc.

Date: 1/19/2017

Name: Rosy Alaniz

Signature of Bidder
Representative: Rosy D. Alaniz

Address: 7100 Stevenson Blvd., Fremont, CA 94538

Phone: 510-770-5000

BID BOND FORM

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

SIGNED this 17th day of January, 2017.

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 2016 Deferred Maintenance Play Structure Fall Protection - Project #1631

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.

Alaniz Construction, Inc.

By

(Corporate Seal)

Principal's Signature

Rosy Alaniz, CEO

Typed or Printed Name

Rosy S. Alaniz

Principal's Title

Financial Pacific Insurance Company

By

(Corporate Seal)

Surety's Signature

Jocelyn Y. Quirt,

Typed or Printed Name

Attorney-in-Fact

Title

Financial Pacific Insurance Company

(Attached Attorney in Fact Certificate)

Surety's Name

3880 Atherton Road, Rocklin, CA 95829

Surety's Address

916-630-3841

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)

Financial Pacific Insurance Company

3880 Atherton Road

Rocklin, CA 95829

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

Blueprint Bonding Insurance Services

6085 Hogan Dam Road

Valley Springs, CA 95252

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

Jocelyn Y. Quirt, Attorney-in-Fact

209-772-2110

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

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 Calaveras _____)

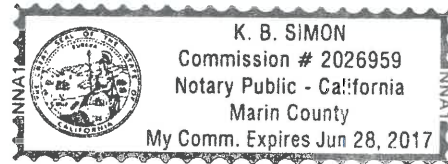
On January 17, 2017 before me, K. B. Simon, Notary Public
(insert name and title of the officer)

personally appeared Jocelyn Y. Quirt,
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)





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint JOCELYN Y. QUIRT, INDIVIDUALLY of VALLEY SPRINGS CA

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$2,500,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 23rd day of October, 2017 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 23rd day of October, 2015

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:

On 23rd day of October, 2015, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; 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 corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2018

Judith A. Davis Notary Public
My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 17th day of January, 2017.



By: *David A. Lange*

Secretary, UF&C
Assistant Secretary, UF&I/FPIC