

BID FORM

FOR

PRE-MANUFACTURED METAL STORAGE BUILDINGS

At

DAVIS HIGH SCHOOL/DISTRICT OPERATIONS YARD

Bid Package No. 16-30

FOR

DAVIS JOINT UNIFIED SCHOOL DISTRICT

CONTRACTOR
NAME:

ADDRESS:

See Addendum #4

TELEPHONE:

()

FAX:

()

EMAIL

LICENSE NO.

EXPIRATION
DATE

DIR
REGISTRATION
NO.

ADDENDA NO. 4

Plummerbuilt Inc

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. 16-30

PRE-MANUFACTURED METAL STORAGE BUILDINGS

At

DAVIS HIGH SCHOOL/DISTRICT OPERATIONS YARD

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>1GP</u>	<u>2GP</u>	<u>3GP</u>	<u>4GP</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. **#1 - DAVIS HIGH SCHOOL - TOTAL BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS:**

Two hundred forty nine thousand _____ DOLLARS
(\$ 249,000)

4. **#2 - DISTRICT OPERATIONS YARD - TOTAL BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS:**

Two hundred forty four thousand _____ DOLLARS
(\$ 244,000)

5. **PROJECT ALLOWANCE (UNFORSEEN CONDITIONS & OWNER CONTINGENCY)**

(\$ 40,000)

**FINAL AWARD VALUE WILL BE BASED ON THE COMBINATION OF THE
SELECTED BID (BY ONE OR MORE SITES) PLUS PROJECT ALLOWANCE AS
DETERMINED BY THE DISTRICT AND THE AVAILABILITY OF OVERALL
PROJECT FUNDS. - SEE SPECIAL CONDITIONS (page 139) INCLUDED IN ADDENDA
No. 4**

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.

5. 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**)
6. The required List of Designated Subcontractors is attached hereto.
7. The required Non-Collusion Declaration is attached hereto.
8. The Substitution Request Form, if applicable, is attached hereto.
9. 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.

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

Juston Plummer ~ Vice President
Gena Plummer ~ 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.)

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

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

License Number: 907166
License Expiration Date: 11/30/2017
Name on License: Plummerbuilt Inc
Class of License: General Engineering A, B, C-13
DIR Registration Number: 1000007060

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

13. 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.

14. 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.

Plummerbuilt Inc
Proper Name of Company
Gena Plummer
Name of Bidder Representative
P.O. Box 474
Street Address
Herald, CA. 95638
City, State, and Zip
(916) 296-7484
Phone Number
(209) 748-5778
Fax Number
Plummerbuilt@outlook.com
E-Mail

By: Gena Plummer Date: 1/30/17
Signature of Bidder Representative

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.

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:

Plummerbuilt Inc

Date:

01/30/2017

Name:

Gena Plummer

Signature of Bidder

Representative:

Gena Plummer

Address:

P.O. Box 474 Herald, CA. 95638

Phone:

916-296-7484



DAVIS JOINT UNIFIED SCHOOL DISTRICT

1919 5th Street, Davis, CA 95616 ♦ FACILITIES PLANNING DEPARTMENT Telephone: (530) 759-2182

Board of Education: Madhavi Sunder ♦ Barbara Archer ♦ Tom Adams ♦ Bob Poppenga ♦ Alan Fernandes
Superintendent of Schools: Dr. John Bowes, ED. D.

ADDENDUM #1

(4) Pre-Manufactured Metal Storage Buildings

for Davis HS & District Operations Facility

PN 16-30 & PN16-12

January 9, 2017

TO ALL BIDDERS:

The following changes, omissions, and/or additions to the Proposal shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

All parties of interest shall take careful note of the addendum so that the proper allowances may be made in strict accordance with the Addendum.

Bidder shall acknowledge receipt of this addendum by signing and attaching this form to the Consultant Proposal. Failure to do so may subject Bidder to disqualification.

In case of conflict between bid documents and this addendum, this addendum shall govern.

PLAN & SPECIFICATION ADDS/CHANGES

1. Site Plan & Building Elevations – Davis HS Field Storage (2 Bldgs.)
2. Site Plan & Building Elevations – District Operations Yard (2 Bldgs.)
3. Project Manual & Guide Specifications
4. Non-Mandatory Pre-Bid Sign-in Sheet

Clarification Questions:

None

Please confirm receipt of this addendum by date, signature this form and on bid proposal form. Contact the undersigned for any additional questions at e-mail address gparker@djUSD.net or by fax to (530)757-5321

George Parker,
Director Facilities, Maintenance & Operations
Davis Joint Unified School District

Plummerbuilt Inc

Company Name

Mona Plummer

Signature

1/30/2017

Date



DAVIS JOINT UNIFIED SCHOOL DISTRICT

1919 5th Street, Davis, CA 95616 ♦ FACILITIES PLANNING DEPARTMENT Telephone: (530) 759-2182

Board of Education: Madhavi Sunder ♦ Barbara Archer ♦ Tom Adams ♦ Bob Poppenga ♦ Alan Fernandes
Superintendent of Schools: Dr. John Bowes, ED. D.

ADDENDUM #2

(4) Pre-Manufactured Metal Storage Buildings

for Davis HS & District Operations Facility

PN 16-30 & PN16-12

January 13, 2017

TO ALL BIDDERS:

The following changes, omissions, and/or additions to the Proposal shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

All parties of interest shall take careful note of the addendum so that the proper allowances may be made in strict accordance with the Addendum.

Bidder shall acknowledge receipt of this addendum by signing and attaching this form to the Consultant Proposal. Failure to do so may subject Bidder to disqualification.

In case of conflict between bid documents and this addendum, this addendum shall govern.

PLAN & SPECIFICATION ADDS/CHANGES

1. Site Plan & Building Elevations – Davis HS Field Storage - See Revisions to Sheets A1.2, A 2.1 & A 2.2
 - a. Add (4) Additional Roll Up Doors, Omit (1) Double Access Door Bldg. U
 - b. Omit Concrete Floor Slope, Add one Man Door for Bldg. V
 - c. Relocate Man Doors Bldg. U & Bldg. V
 - d. See Elect. Sheets for DHS & District Ops.
 - e. See Elect Guide Specifications 26 01 00 – Replace sections found in original bid docs & Addenda #1
2. District Operations Yard (Bldg. D.) – OK to Surface Mount Electrical Conduit on Existing PCC wall
3. Omit Floor Slope for Bldg. D
4. See Responses to Questions for other Clarifications/Changes

Clarification Questions/Responses:

1. Q: Drawing details for carport E call out an insulated wall panel in N03. Can a standard 26 Ga wall panel be used instead? **A: Omit all requirements for "Insulated Wall Panels"; provide prefinished metal wall panels per keynote N04 except where heavy duty panels are noted.**
2. Q: Three of the 4 buildings call for finished floors that slope to the doorways. How many inches of total fall is necessary? **A: ¼" per foot where occur for Bldg. E only (note changes above).**
3. Q: Building V calls out a HD standing Seam Roof and HD Wall panels. Is 22 Ga standing seam roof and 24 Ga walls acceptable? **A: Modify requirements for roofing on Bldg. V to have 22 Ga. Materials with wall panels to be 24 Ga. for impact protection. The District has established TREMCO manufacture as their roofing standard, contact for product/pricing support is;**

Don Metzger - Field Advisor

Tremco Roofing & Building Maintenance Division

1205 Havenhill Court, Roseville, CA 95661 Cell: 916.871.4076 - dmetzger@tremcoinc.com

ADDENDUM #2

PN 16-30 & 16-12 – (4) Metal Storage Buildings at DHS & Operations Yard

Clarification Questions/Responses:

4. Q: Will there be any DSA inspections or ADA striping/accessibility features on any of the 4 buildings?

A: Design has already included all necessary ADA criteria to meet CBC and this project is exempt from DSA oversight per IR A-22 and Section 4-314, Part 1 of CAC.

5. Q: Are there any coatings to be installed over the factory primed man-doors? **A: Yes, See Specification Section 09 91 13 – Exterior Painting, Paragraph 3.3 (A)**

6. Q: Will the owner pay for fire marshal inspections and how many fire extinguishers/cabinets required per building? **A: The District understands that the local FM does not charge for inspections for school projects and the locations of Fire Extinguishers/Cabinets will be shown by the Architect on the subsequent addenda. As a premise, allow for one Amerex Model B456 Dry Chemical FE Class 4-:80-B:C (10Lbs) type at each man door within each Bldg. (5 total).**

7. Q: On page 15 of section 07 41 13, roof underlayment and insulations are called out. Will this be required? **A: NO. Omit requirements found under Specification Section 07 41 13, Paragraph 2.4, Items B-C and Paragraph 3.4, B (2 & 3).**

8. Q: Page 6 of door hardware, hydraulic arm surface door closers are called out for all man-doors. Will any fire/power loss sensors be needed to operate the doors? **A: No, Omit requirements for Closer Holder release Devices Specification Section 08 71 00, Paragraph 2.13, A as there will not be a fire alarm system.**

9. Q: Is there an engineer estimate for this job? **A: Project Budget Estimate will be provided by Architect in subsequent Addenda.**

10. Q: Will the owner be responsible for all 3rd party inspections and their costs? **A: The District will hire and pay for any 3rd Party Special Inspections if needed. However, the Contractor shall be responsible to ensure compliance for all materials and work in accordance with the approved contract documents. (See Article 4.2.6 of the General Conditions)**

11. Q: Will the contractor be required to raise the surface drain elevation of the DI under building E to match the new slab height? **A: Yes, The contractor shall demonstrate how this existing utility DI will be maintained and coordinated within the proposed new work subject to approval of the Design Team.**

12. Q: I can't seem to find the seismic loads for the Davis, CA bid job. Do you have those available? **A: Seismic Design Category: "D" (reference 13 34 19 Metal Building Systems, 1.4.H., and the referenced map at the end of that spec section) Soils Class:"D"**

Please confirm receipt of this addendum by date, signature this form and on bid proposal form. Contact the undersigned for any additional questions at e-mail address gparker@djsd.net or by fax to (530)757-5321

George Parker,
Director Facilities, Maintenance & Operations
Davis Joint Unified School District

Plummerbuilt Inc
Company Name

Gera Plummer
Signature

1/30/2017
Date



DAVIS JOINT UNIFIED SCHOOL DISTRICT

1919 5th Street, Davis, CA 95616 ♦ FACILITIES PLANNING DEPARTMENT Telephone: (530) 759-2182

Board of Education: Madhavi Sunder ♦ Barbara Archer ♦ Tom Adams ♦ Bob Poppenga ♦ Alan Fernandes
Superintendent of Schools: Dr. John Bowes, ED. D.

ADDENDUM #3

(4) Pre-Manufactured Metal Storage Buildings

for Davis HS & District Operations Facility

PN 16-30 & PN16-12

January 20, 2017

TO ALL BIDDERS:

The following changes, omissions, and/or additions to the Proposal shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

All parties of interest shall take careful note of the addendum so that the proper allowances may be made in strict accordance with the Addendum.

Bidder shall acknowledge receipt of this addendum by signing and attaching this form to the Consultant Proposal. Failure to do so may subject Bidder to disqualification.

In case of conflict between bid documents and this addendum, this addendum shall govern.

NOTICE OF BID SUBMISSION DATE CHANGE

Change to Bid Submission Date from January 31, 2017, 2:00:00 PM to January 30, 2017 at 2:30:00 PM

PLAN & SPECIFICATION ADDS/CHANGES

1. See Responses to Questions for other Clarifications/Changes

Clarification Questions/Responses:

1. 24 Gauge Wall Sheeting Specified

Q: Standing seam roofs are typically specified when a slope roof is lesser than 1/12 or where architectural design, because of visual appearance, requires a certain look to be aesthetically pleasing, but comes as a much more expensive price. In these building structures neither applies, as they are either 1/12 or 2/12 pitch and are only visible from a distance - one the is too great to be of any real visual appeal. Also 22 gauge was specified which is not common but very expensive. 25 gauge would meet live load requirement and serve the 20 year or more serviceability. The 24 gauge shown in all of the drawings is all that each of the manufacturers will supply.

A: Per AD#2, 22 GA at roof and 24 GA at walls is specified at DSHS Bldg V only. Otherwise 24 GA is specified

Q: You also specified TREMCO...can we use an "or equal"?

A: TREMCO Roofing Manufacturing is the District's Standard, not substitutable.

2. Rollup Doors vs Eave Heights

Q: Per addendum 2 field storage U building now has 6 rollup doors, but the 3 additional 9' doors added to the low eave height side will not fit.

A: Raise roof eaves as required to maintain 9'-0" door height to match all other roll up doors.

Q: Additionally, because each bay has a rollup door on each eave side - the only way to structurally brace the building is with a portal frame (also known as "wind bends") on each eave side - which increases the eave

ADDENDUM #3

PN 16-30 & 16-12 – (4) Metal Storage Buildings at DHS & Operations Yard

Clarification Questions/Responses:

heights of the building to 15' and 12'6" respectively.

A: This fact is understood, OK to raise building heights to accommodate structural requirements.

3. Equipment Carport E

Q: Neither of the two bays in this building allows for eave wall bracing, so we must use a portal frame in one bay of each eave well and therefore must use 3 bays rather than 2 as designed which also increases the eave wall heights. We are limited in the use of portal frames to a center bay (which is why we use 3) as they cannot be used as beginning or ending openings beneath. Also, we cannot eliminate all of the sheeting on eave walls to perfect the all "open" (with no sheeting) so we can use framed openings to achieve the drive-thru purpose required.

A: District is OK with having one exposed x-brace at the NE (rear) of the carport. Contractor to bid whatever structure is required to meet the design intent and program functions.

Q: The building has no need for skylights because the framed openings will provide plenty of natural light, a cost savings.

A: Skylights are not called for – what we have requested are translucent roofing panels spaced periodically within corrugated roofing panels.

4. Walk Doors

Q: Not one of the ten manufacturers we work with has 3'x7' walk doors available with a continuous hinge nor a min drip edge at head and cannot provide them. The 3'x7' walk doors we can provide have adequate steel hinges and a 1" drip edge that is sufficient especially with the 1' roof overhangs that surround each building.

A: Contractor should be able to provide and install Standard 3'x7' commercial grade metal doors w/cont. hinges. OK to use 1" drip at all other man doors, but stick with 4" at the 2 south-facing doors.

5. Skylights

Q: The building labeled Carport E has no need for skylights since there are open walls. However, buildings Grounds Storage V and Field Storage U should have skylights for naturally lighting their interiors, providing a much better daily work environment, and comes free - without the expense of lighting by a utility company.

A: District declines to design for daylighting in bldgs. V & U, District specifically requested daylighting for Bldg. E.

6. Insulation

Q: None of the buildings show insulation requirements which would help the people working in them on a daily basis.

A: These buildings are for storage, will not have people "working in them on a daily basis".

THIS CLOSES THE Q&A PERIOD – NO FURTHER ADDENDA'S WILL BE ISSUED

Please confirm receipt of this addendum by date, signature this form and on bid proposal form. Contact the undersigned for any additional questions at e-mail address gparker@djusd.net or by fax to (530)757-5321

George Parker,
Director Facilities, Maintenance & Operations
Davis Joint Unified School District

Plummerbuilt Inc
Company Name

Mena Plummer
Signature

1/30/2017
Date



DAVIS JOINT UNIFIED SCHOOL DISTRICT

1919 5th Street, Davis, CA 95616 ♦ FACILITIES PLANNING DEPARTMENT Telephone: (530) 759-2182

Board of Education: Madhavi Sunder ♦ Barbara Archer ♦ Tom Adams ♦ Bob Poppenga ♦ Alan Fernandes
Superintendent of Schools: Dr. John Bowes, ED. D.

ADDENDUM #4

(4) Pre-Manufactured Metal Storage Buildings

for Davis HS & District Operations Facility

PN 16-30 & PN16-12

January 26, 2017

TO ALL BIDDERS:

PREVIOUS ADDENDA STATED THAT "NO FURTHER ADDENDA'S WOULD BE ISSUED" WHICH WAS ISSUED IN ERROR. ADDENDA NO. 4 WILL BE THE FINAL ONE FOR THIS PROJECT.

The following changes, omissions, and/or additions to the Proposal shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

All parties of interest shall take careful note of the addendum so that the proper allowances may be made in strict accordance with the Addendum.

Bidder shall acknowledge receipt of this addendum by signing and attaching this form to the Consultant Proposal. Failure to do so may subject Bidder to disqualification.

In case of conflict between bid documents and this addendum, this addendum shall govern.

NOTICE OF REVISED BID AWARD SELECTION CRITERIA – INSTRUCTIONS TO BIDDERS **ARTICLES 11 & 13**

PLAN & SPECIFICATION ADDS/CHANGES

1. REVISED BID FORM AND SPECIAL CONDITIONS PAGE 139

Clarification Questions/Responses:

NONE

THIS CLOSES THE Q&A PERIOD – NO FURTHER ADDENDA'S WILL BE ISSUED

Please confirm receipt of this addendum by date, signature this form and on bid proposal form. Contact the undersigned for any additional questions at e-mail address gparker@djUSD.net or by fax to (530)757-5321

George Parker, Director Facilities, Maintenance & Operations - Davis Joint Unified School District

Plummerbuilt Inc
Company Name

Lena Plummer
Signature

1/30/2017
Date

SPECIAL CONDITIONS

Plummerbuilt Inc

The following supplements modify the General Conditions. Where a portion of the General Conditions is modified and or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

Additive/ Deductive Bid Alternates (See Section 13 of Instruction to Bidders)

If the District has included additive/ deductive alternates which require all bidders to price as part of their bid, the District will utilize the following method to determine the lowest bidder in accordance with Public Contract Code section 20103.8:

☐ The lowest bid shall be the lowest bid price on the base contract plus Owner's allowance/contingency without consideration of the prices on the additive or deductive items.

☐ The lowest bid shall be the lowest total of the bid prices on the base contract plus Owner's allowance/contingency and the following additive or deductive items:

1. ADDITIVE/DEDUCTIVE None

☒ The lowest bid shall be the lowest total of the bid prices on the base contract (by one or more sites) plus Owner's allowance/contingency and any additive or deductive items taken in NO order of preference depending upon the available funds for this Project

1. Davis High School – Buildings U & V
2. District Operations Yard – Buildings D & E

☒ The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders from being revealed to the District before the ranking of all bidders from lowest to highest has been determined. The procedures the District will utilize to conceal the identity of any of the bidders will be as follows:

BLIND BID PROCESS – Redacted names of bidders, bids evaluated independently by sequestered group of individuals not party to public bid opening process. Lowest Bid shall be the Lowest combination of Base Bid (by Site), Owner's Allowance/Contingency.

****Note:** Pursuant to Public Contract Code Section 20103.8, the selection process selected does not preclude the District from using any of the additive or deductive alternates from the Contract after the lowest responsible responsive bidder has been determined.

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.

**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.

Plummerbuilt Inc.

By: Gena Plummer
(Signature)

Gena Plummer
(Print)

1/30/17
(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 Plummerbuilt 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 01-30-2017 [Date], at Herald [City], CAL. [State].

Signed: Gena Plummer

Typed Name: Gena Plummer



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Gregg Franks, Karen Hansen, Ryan Pyne, jointly or severally

in the City of Rocklin, State of California, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 31st day of October, 2016.

State of Illinois

County of Peoria

} SS



RLI Insurance Company

Contractors Bonding and Insurance Company

B. W. Davis

Barton W. Davis

Vice President

CERTIFICATE

On this 31st day of October, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 26th day of Jan, 2017.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public



RLI Insurance Company

Contractors Bonding and Insurance Company

B. W. Davis

Barton W. Davis

Vice President

BID BOND FORM

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

SIGNED this 26th day of January, 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 Project Nos. 16-30 and 16-12.

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.

By



(Corporate Seal)

Principal's Signature

Gena Plummer

Typed or Printed Name

President

Principal's Title

By



(Corporate Seal)

Surety's Signature

Gregg Franks

Typed or Printed Name

Attorney-in-Fact

Title

(Attached Attorney in Fact Certificate)

RLI

Surety's Name

9025 N. Lindbergh Dr., Peoria, IL 61615

Surety's Address

800-444-0406

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)

RLI Claim Dept., 9025 N. Lindbergh Drive, Peoria, IL 61615

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

Gregg Frans dba Sierra Bonding, 2351 Sunset Blvd, Ste 170-617, Rocklin CA 95765

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

916-415-0574

[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 PLACER

On 01 / 26 / 2017 before me, STEPHANIE STANLEY, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared GREGG FRANKS
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)

