

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES



**Special Board Meeting
July 18, 2017**



Tuesday, July 18, 2017
AGENDA - SPECIAL BOARD MEETING

Type: AGENDA - SPECIAL BOARD MEETING

Time: 6:00 p.m.

Code: Regular #02-17/18

Location: ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT, 2930 Gay Avenue, San Jose, CA 95127; Board Room.

In compliance with the Americans with Disabilities Act, if you need special assistance in order to participate in the public meeting of the Board of Trustees, please promptly contact the Office of the Superintendent at (408) 928-6822.

1. OPEN SESSION - CALL TO ORDER AND ROLL CALL

1.01 CALL TO ORDER / ROLL CALL -- President Khanh Tran.

1.02 ANNOUNCEMENT AND PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION (Government Code Section 54957.7).

1.03 ADJOURNMENT TO CLOSED SESSION: The Board will adjourn to Closed Session at approximately 6:00 p.m. Open Session will resume at the end of Closed Session in the Board Room at approximately 6:30 p.m.

2. CLOSED SESSION

2.01 INFORMATION/DISCUSSION/ACTION; STUDENT EXPULSION HEARING. Case No. 16-17-006 (California Education Code Section 35146).

3. RECONVENE TO OPEN SESSION - DISTRICT OFFICE BOARD ROOM

3.01 CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE BY PRESIDENT KHANH TRAN.

3.02 REPORT OF ACTION TAKEN IN CLOSED SESSION.

4. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

4.01 REQUESTS TO ADDRESS THE BOARD. Members of the public will be provided an opportunity to speak to the Board at the time the Open Agenda Items listed below are discussed.

5. SUPERINTENDENT/BOARD BUSINESS

5.01 DISCUSSION/ACTION: Approval of Contract for Legal Services with Fagen Friedman Fulfroft Law Firm from June 26, 2017 through July 13, 2017, to assist with the District's response to the June 9, 2017 FCMAT Extraordinary Audit Report. This agenda item was submitted by President Khanh Tran.

5.02 DISCUSSION/ACTION: Approval of Contract for Legal Services with Fagen Friedman & Fulfroft Law Firm from July 19, 2017 through July 30, 2017, to assist with the District's response to the June 9, 2017 FCMAT Extraordinary Audit Report. This agenda item was submitted by President Khanh Tran.

6. BOND / FACILITIES

6.01 ACTION: Award of Bid Package and Contract for #B1617-BOND013 New Fischer Multi-Purpose Building Project. This agenda item was submitted by Assistant Superintendent Kolvira Chheng.

7. ADJOURNMENT

7.01 President Khanh Tran adjourns the meeting.

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

July 17, 2017

Subject:

**APPROVE CONTRACT FOR LEGAL SERVICES FOR
FAGEN FRIEDMAN & FULFROST, LLP**

Approval of Contract for Legal Services with Fagen Friedman Fulfrost Law Firm from June 26, 2017 through July 13, 2017, to assist with the District's response to the June 9, 2017 FCMAT Extraordinary Audit Report. This agenda item was submitted by President Khanh Tran.

Discussion/Action

Submitted by: Hilaria Bauer Title: Superintendent

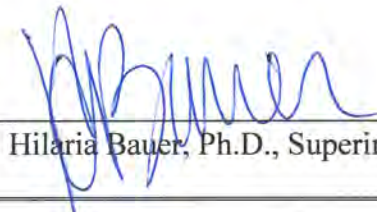
To the Board of Trustees:

Meeting: July 18, 2017
Special Board Meeting

Recommend Approval

S.01

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Alum Rock Union Elementary School District ("Client") and the law firm of Fagen Friedman & Fulfroft LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide ***Business & Facilities, Real Estate*** legal services to Client on the terms set forth below effective June 26, 2017 through the date of conclusion of services necessary to complete the Scope of Services described below, but in no event shall this agreement extend beyond August 30, 2017.

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney concerning the review, evaluation and response to the June 9, 2017, FCMAT Extraordinary Audit Report ("Report") of the Alum Rock Union Elementary School District provided to the Client. Attorney will provide those legal services reasonably required to advise and represent Client in preparing its response to the Report, and advising and assisting the District regarding its capital facilities and bond program. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. **CLIENT'S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. **CONSULTANT SERVICES.** Attorney may provide and engage consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants, or other independent Consultants engaged by Attorney. These services are intended to support Client with communications, educational consultant services or related work concerning the scope of services provided herein.

5. **EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents, as well as to having communications, documents and electronic data pertinent to Client's matter(s) stored through a cloud-based service.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney's number of years of experience.

Attorney carries legal malpractice insurance with limits of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

7. COSTS AND OTHER CHARGES.

(a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants. To aid in the representation in Client's matter, it may become necessary to hire consultants. Client acknowledges such engagement is specifically contemplated by the scope of services for this engagement and agrees to pay such fees and charges at Consultant(s) standard rates.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than sixty (60) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Alum Rock Union Elementary School
District

Fagen Friedman & Fulfrost LLP



Hilaria Bauer, Ph.D., Superintendent

Chris Keeler, Managing Partner

DATE: _____

DATE: June 26, 2017



PROFESSIONAL RATE SCHEDULE

Alum Rock Union Elementary School District

Business & Facilities, Real Estate Specific

June 26, 2017 through the date of conclusion of services necessary to complete the Scope of Services described above, but in no event shall this agreement extend beyond August 30, 2017.

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Partner	\$290 per hour
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Of-Counsel	\$290 per hour
Paralegal/Law Clerk	\$195 per hour
Education Consultant	\$235 per hour
Third-Party Consultant	\$225 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

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Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

July 17, 2017

Subject:

**APPROVE CONTRACT FOR LEGAL SERVICES FOR
FAGEN FRIEDMAN & FULFROST, LLP**

Approval of Contract for Legal Services with Fagen Friedman Fulfrost Law Firm from July 19, 2017 through July 30, 2017, to assist with the District's response to the June 9, 2017 FCMAT Extraordinary Audit Report. This agenda item was submitted by President Khanh Tran.

Discussion/Action

Submitted by: Hilaria Bauer Title: Superintendent

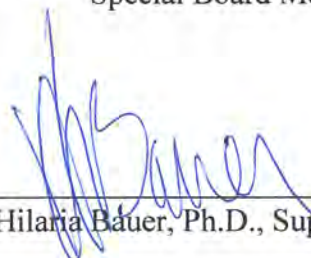
To the Board of Trustees:

Meeting: July 18, 2017
Special Board Meeting

Recommend Approval

5.02

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



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Alum Rock Union Elementary School
District

Fagen Friedman & Fulfrost LLP



Hilaria Bauer, Ph.D., Superintendent

Chris Keeler, Managing Partner

DATE: _____

DATE: June 26, 2017



Fagen Friedman & Fulfroft LLP

PROFESSIONAL RATE SCHEDULE

Alum Rock Union Elementary School District

Business & Facilities, Real Estate Specific

June 26, 2017 through the date of conclusion of services necessary to complete the Scope of Services described above, but in no event shall this agreement extend beyond August 30, 2017.

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Mileage	IRS Standard Rate

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Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees:

Date: July 17, 2017

To the Superintendent of Schools

**Subject: Award of Bid Package and Contract for #B1617-Bond013
New Fischer Multi-Purpose Building Project**

Staff Analysis: On March 12, 2015 the Board took action to approve the construction of a New Multi-Purpose Building located at the Fischer Middle School Site.

Del Terra Group and the District issued Bid Package # B1617-Bond013. Nine (9) General Contractors attended the Mandatory Job Walk; Five out of the nine contractors submitted a bid for this project:

<u>Bidder Name</u>	<u>Contract Amount including allowance</u>
D.L. Falk Construction, Inc.	\$9,864,000.00
Gonsalves & Stronk Construction Co.	\$10,387,000.00
Vila Construction Co.	\$10,728,710.00
Strawn Construction Co.	\$10,511,000.00
Fast Track Construction Corporation	\$12,424,000.00

The lowest responsive/responsible bidder is D.L. Falk Construction, Inc.

Recommendation: Staff recommends the Board of Trustees: 1) Award the bid and contract to the lowest responsible bidder, D.L. Falk Construction, Inc. for the new multi-purpose building project at Fischer Middle School; 2) Award the contract in the amount of \$9,864,000.00 to D.L. Falk Construction, Inc.

Submitted by: Louie Moran

Title: Director of Facilities, Bonds and Leases

Approved by: Kolvira Chheng

Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: July 18, 2017
Special Board Meeting

Recommended Approval

6.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



13181 Crossroads Pkwy North, Ste 540
City of Industry, CA

Phone: 626.839.9300
Fax: 626.839.9307

201 Spear Street, Suite 1100
San Francisco, CA 94105

Phone: 415.230.5352
Fax: 415.230.5301

Louie Moran
Director of Facilities, Bonds and Leases
Alum Rock Union Elementary School District
2930 Gay Ave.
San Jose, CA 95127

July 3, 2017

NEW FISCHER MULTI-PURPOSE BUILDING PROJECT

Reference: Proposals for New Fischer Multi-Purpose Building Project

Dear Mr. Moran:

We have received, reviewed and evaluated proposals for the New Fischer Multi-Purpose Building Project. The Scope of Work shall include, but is not limited to the building and erecting of a New Gymnasium Edifice that includes an Administration Office with Nurse Station and Twenty-First Century Classroom with a Mezzanine, soil excavation and off-haul, underground utilities and new infrastructure, structural concrete footings and foundations, masonry walls, structural steel erection, engineered truss systems, aluminum store systems, Electrical and Low-Voltage components, a fully operational Fire Alarm System, a fully operation Mechanical HVAC Systems and Plumbing with unique Architectural Features and ADA Accessibility. All of which is to be built and erected per the DSA approved contract documents, plans, submittals and specifications.

Del Terra reached out to General Contractors from the District approved vendor list. The School District publicly advertised for solicitations as well. There were Nine (9) General Contractors at the Mandatory Job Walk and prequalified. Out of the nine contractors that were at the Mandatory Job Walk, five (5) of them bid the project. They are listed below.

Contractor Name	Fischer MP Base bid	Fischer MP Allowance		TOTAL
D.L. Falk Construction, Inc.	\$9,040,000	\$824,000		\$9,864,000
Gonsalves & Stronk Construction Co.	\$9,563,000	\$824,000		\$10,387,000
Vila Construction Co.	\$9,904,710	\$824,000		\$10,728,710
Strawn Construction, Inc.	\$10,511,000			\$10,511,000
Fast Track Construction Corporation	\$11,600,000	\$824,000		\$12,424,000

The lowest responsive and responsible proposal submitted is from D.L. Falk Construction Inc. with a TOTAL of \$9,864,000.

Our evaluation of the experience and reputation of the above mentioned General Contractor indicates that they are capable of completing the New Fischer Multi-Purpose Building per the DSA approved contract documents, plans, submittals, and specifications. Therefore, we recommend the acceptance D.L. Falk Construction, Inc. and their proposal. We have attached a copy of the proposals. Please review them and let us know if there are any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Joe Stam", written in a cursive style.

Joe Stam
Program Manager



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

Pre-Approval Form
Request for Contracted Services
(all contracts over \$5,000. require pre-approval)

NOTE: Please submit this form to your supervisor; contracts are pre-approved on a weekly basis during Executive Cabinet meetings. You will receive a copy of the approved form from your supervisor.

Type of Contract: ☐ Employee Contract ☐ Independent Contractor Agreement

School/Department: Bonds Date: 07/05/2017

Requested by: Louie Moran

Name of company/Individual to be contracted: D.L. Falk Construction, Inc.

Address: 3526 Investment Blvd.

City: Hayward State: CA Zip Code: 94545

Dates of Services: July 24, 2017 - October 31, 2018

Services to be provided: New Fischer Multi-Purpose Building Project. The scope of work shall include but not limited to the building and erecting of a New Gymnasium Edifice that includes an Administration Office with Nurse Station and Twenty-First Century Classroom with a Mezzanine. All which is to be built and erected per DSA approved contract documents, plans, submittals and specifications.

Estimated Cost: \$9,864,000.00 Budget code: 21-130-9507-0-6200

Supervisor's Signature: *Koe* Date: 7/10/17

Approved:

☒ Yes

☐ No

APPROVED



201 Spear Street, Suite 1100
San Francisco, CA 94105
Tel: (415) 230-5352
Fax: (415) 230-5310

Transmittal Cover Sheet

DATE: July 3, 2017

SENT VIA: Hand delivered

TO: Louie Moran

TEL: (408) 529-7024

Address Site Office: Hand delivered

City, State Zip:

REFERENCE: Alum Rock UESD - SFA Invoice

SUBJECT: Invoice contract increase

FOR YOUR:



Use



Information



Per your request



Review & Return



Signature & Return



Other Process

Quantity	Description	Notes
1	Fischer New Multi-Purpose Building Recommendation with back up information for District review and board approval.	

Remarks/Comments:

Please review and issue to me approved items

If you have any questions feel free to contact this office.

Louie Moran

Date


Joe Stam, Del Terra

Control No.: _____

Cc:



Bid Opening

Project Name: New Multi-Purpose Building at Fischer Middle School

Bid Package #Bid # B1617-Bund013

Project/Construction Manager: Del Terra Group

Bid Opening Date & Time: 06/27/17 1:00 PM

No.	Name of Contractor	Base Bid	Add 1	Add 2	Add 3	Add 4	Add 5	Add 6	Bid Secs.	P.L.S. Approval A, B & C	Registration of Sub-Contractors	Unit Rate Form	Site Visit Cert.	Notification of Bid	DBP Verification	Preparation of Bid	Final Two Weeks	Tolerance to Absorb Bidder's Price	DBP Part	Comments	Legal Opinion of Bid Response
1	Beals Martin 2596 Bay Road Redwood City, Ca 94063	NO BID																			
2	BHM Construction, Inc. 221 Gateway Road West, Ste 405 Napu, Ca 94558	NO BID																			
3	D.L. Falk Construction, Inc. 3526 Investment Blvd. Hayward, Ca 94545	\$ 9,864,000.00	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		The only issue found with the Falk Construction bid was that it misidentified the license numbers for two of the listed subcontractors. However, Falk submitted license verifications for each of the listed subcontractors, including the two subcontractors whose license numbers were misidentified in the list of subcontractors. Because the identity of the two subcontractors is clear, and the verifications confirm the correct license numbers for those subcontractors, our conclusion is that this error can be waived and that Falk's bid is responsive.
4	First-Tech Construction 5711 W. Sisson Ave, Ste 170 Culver City, Ca 90230	\$ 12,434,000.00	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		1. 00212 Site Visit Verification is not notarized as required 2. Acoustical Ceiling subcontractor License#, DIR#, Name and address illegible. We called and received the correct information.
5	Gonsalves & Strook Construction Co. Inc. 1000 Washington St. San Carlos, Ca 94070	\$ 10,387,000.00	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		1. Incorrect License # listed for Lath & Plaster Subcontractor. I received the correct License #, and License is active.
6	Roebelen Contracting, Inc. 1241 Hawks Flight Court El Dorado Hills, Ca 95762	NO BID																			
7	Strawn Construction, Inc. 1140 Pedro St., Ste 1 San Jose, Ca 95126	\$ 10,511,000.00	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		1. Bid amount listed \$10,511,000.00 was not including \$824,000.00 2. Sent a revised List of Subcontractors on 06/28/17 at 2:42PM
8	Thompson Builders Corp. 250 Bel Marin Keys Blvd., Bldg A Novato, Ca 94949	NO BID																			
9	Vita Construction Co. 590 South 3rd Street Richmond, Ca 94804	\$ 10,728,710.00	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		1. Incorrect License # listed for Steel and Masonry Subcontractors. I received the correct License #, and License is active.



Project Name: New Multi-Purpose Building at Fischer Middle School

Bid Package #B1617-Bond013

Project/Construction Manager: Del Terra Group

Bid Opening Date & Time: 06/27/17 3:00 PM

No.	Name of Contractor	Base Bid
1	Beals Martin 2596 Bay Road Redwood City, Ca 94063	NO BID
2	BHM Construction, Inc. 221 Gateway Road West, Ste 405 Napa, Ca 94558	NO BID
3	D.L. Falk Construction, Inc. 3526 Investment Blvd. Hayward, Ca 94545	\$ 9,864,000.00
4	Fast-Track Construction 5711 W. Slauson Ave, Ste 170 Culver City, Ca 90230	\$ 12,424,000.00
5	Gonsalves & Stronk Construction Co. Inc. 1000 Washington St. San Carlos, Ca 94070	\$ 10,387,000.00
6	Roebbelen Contracting, Inc. 1241 Hawks Flight Court El Dorado Hills, Ca 95762	NO BID
7	Strwan Construction, Inc. 1140 Pedro St., Ste 1 San Jose, Ca 95126	\$ 10,511,000.00
8	Thompson Builders Corp. 250 Bel Marin Keys Blvs., Bldg A Novato, Ca 94949	NO BID
9	Vila Construction Co. 590 South 33rd Street Richmond, Ca 94804	\$ 10,728,710.00

SECTION 00210

BID PROPOSAL

TO: ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT, a California Unified School District, acting by and through its Board of Education ("District"), 2930 Gay Ave., San Jose, California 95127.

FROM:

D.L. Falk Construction, Inc.

(Name of Bidder as listed on License)

3526 Investment Blvd.

(Address)

Hayward, CA 94545

(City, State, Zip Code)

(510) 887-6500

(Telephone)

(510) 887-6501

(Fax)

info@dlfalk.com

(Email)

David L. Falk - President

(Name(s) of Bidder's Authorized Representative(s) & Title)

1.01 Bid Proposal.

A. Bid Proposal Amount. Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work required for the Project described as:

Fischer Middle School, 1720 Hopkins Dr., San Jose, CA 95122

Nine million forty thousand (\$ 9,040,000)
Bid Amount in Words

Allowance

Eight Hundred Twenty-Four Thousand Dollard (\$ 824,000.00)
Allowance Amount in Words

Total Base Bid Including Allowance Fischer Middle School

Nine million eight hundred sixty four thousand (\$ 9,864,000)
Total Base Bid Amount in Words

District reserves the right to reject any and all bids and/or award or not award.

B. Acknowledgment of Bid Addenda. In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

Addendum No	<u>01</u>	Date	<u>05/18/2017</u>	Initials	<u>[Signature]</u>
Addendum No	<u>02</u>	Date	<u>06/05/2017</u>	Initials	<u>[Signature]</u>
Addendum No	<u>03</u>	Date	<u>06/13/2017</u>	Initials	<u>[Signature]</u>
Addendum No.	<u>04</u>	Date	<u>06/14/2017</u>	Initials	<u>[Signature]</u>
Addendum No.	<u>05</u>	Date	<u>06/16/2017</u>	Initials	<u>[Signature]</u>
Addendum No.	<u>06</u>	Date	<u>06/21/2017</u>	Initials	<u>[Signature]</u>

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
STANDARD SPECIFICATIONS
BID #B1617-BOND013 NEW MULTI-PURPOSE BUILDING AT
FISCHER MIDDLE SCHOOL

BID PROPOSAL
00210
(rev. 02-09-10) VERSION 01-06

1.02 Rejection of Bid; Holding Open of Bid. It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Call for Bids, except as provided by law.

1.02.1 Documents Comprising Bid Proposal. The undersigned Bidder has submitted as its Bid Proposal the following: Bid Proposal (00210), Site Visit Certification (00212), List of Subcontractors (00215), Unit Rate Sheet (00211), Non-Collusion Affidavit (00220), Verification of DIR Registration (00230), PLA Addendum A & B (00325), Bid Security (Cashier's Check, or Bid Bond (00250), Drug-Free Workplace Certification (00417), Tobacco and Alcoholic Beverage Free Workplace Certification (00418), Fingerprinting Notice and Acknowledgement (00500) and Prime Bidder Certification of DVBE Participation (00520).

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the **Bid Proposal may be rejected as non-responsive.**

1.04 Award of Contract. It is understood and agreed that if written notice of the acceptance of this Bid Proposal and award of the Contract thereon is mailed or delivered by the District to the undersigned after the opening of Bid Proposals and within the time this Bid Proposal is required to remain open or at any time thereafter before this Bid Proposal is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the **Bid Proposal as accepted within five (5) calendar days after notification of acceptance and award.** Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (1) the Labor and Material Payment Bond; (2) the Performance Bond; (3) Certificates of Insurance evidencing all insurance coverages required to be provided under the Contract Documents; (4) the Certificate of Workers' Compensation Insurance and (5) Independent Contractor Student Form. The Work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents. Completion of the Work shall be achieved within the Contract Time specified in the Contract Documents.

1.05 Notices. All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

1.06 Contractor's License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following:

License Number: 683837

Class A & B Expiration Date 01/31/2018 Class _____ Expiration Date _____
Class _____ Expiration Date _____ Class _____ Expiration Date _____

DIR Registration Number: 1000022786 Expiration Date 06/30/2017

By executing this Bid Proposal, the Bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

- 1.07 Designation of Subcontractors.** In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100, et seq.) and amendments thereof, each Bidder shall set forth in the Subcontractors List: (a) the name and location of the place of business of each Subcontractor who will perform work or labor or render services to the Bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal; and (b) the trade and/or portion of the Work which will be performed by each listed Subcontractor. The Bidder shall list only one Subcontractor for each trade and/or portion of the Work as is defined by the Bidder in its Bid Proposal. If a Bidder fails to list a Subcontractor for a portion of the work in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal or if the Bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal amount, the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of the Work itself and that it shall perform that portion of the Work.
- 1.08 Confirmation of Figures.** By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.
- 1.09 Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Bidder

certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

By: 
(Signature)

(Corporate Seal)

David L Falk
(Typed or Printed Name of Bidder's Authorized Representative)

Title: President

By: _____
(Signature)

(Corporate Seal)

(Typed or Printed Name of Bidder's Authorized Representative)

Title: _____

Contractor's License Detail for License # 683837

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

D L FALK CONSTRUCTION INC

3526 INVESTMENT BLVD

HAYWARD, CA 94545

Business Phone Number:(510) 887-6500

Entity Corporation

Issue Date 01/31/1994

Expire Date **01/31/2018**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with LIBERTY MUTUAL INSURANCE COMPANY.

Bond Number: 070009075

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **070011627** for GREGORY RAYMOND SCHMIDT in the amount of **\$12,500** with LIBERTY MUTUAL INSURANCE COMPANY.

Effective Date: 05/01/2012

BQI's Bond History

The qualifying individual DAVID LAWRENCE FALK certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 01/31/1994

Workers' Compensation

Policy Number:DLWC808298

Effective Date: 04/01/2017

Expire Date: 04/01/2018

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Tuesday, June 27, 2017. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C1831385 **D.L. FALK CONSTRUCTION INC.**

Registration Date:	11/16/1993
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC STOCK
Status:	ACTIVE
Agent for Service of Process:	DAVID L FALK 3526 INVESTMENT BLVD HAYWARD CA 94545
Entity Address:	3526 INVESTMENT BLVD HAYWARD CA 94545
Entity Mailing Address:	3526 INVESTMENT BLVD HAYWARD CA 94545

A Statement of Information is due EVERY year beginning five months before and through the end of November.

Document Type	↕↑ File Date	↓↕ PDF
SI-NO CHANGE	06/09/2016	
SI-COMPLETE	09/06/2005	
REGISTRATION	11/16/1993	Image unavailable. Please request paper copy.

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

Modify Search

New Search

Back to Search Results

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
D. L. FALK CONSTRUCTION, INC.	1000022786	ALAMEDA	HAYWARD	06/16/2016	06/30/2017

Contractor's License Detail for License # 915544

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

GUERRA CONSTRUCTION GROUP
984 MEMOREX DRIVE
SANTA CLARA, CA 95050
Business Phone Number: (408) 279-2027

Entity Corporation
Issue Date 05/12/2008
Expire Date 05/31/2018

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- A - GENERAL ENGINEERING CONTRACTOR
- B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100182239

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual JAIME SALVADOR GUERRA certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 05/12/2008

Workers' Compensation

This license has workers compensation insurance with the EVEREST NATIONAL INSURANCE COMPANY

Policy Number: 7600017482

Effective Date: 04/01/2017

Expire Date: 04/01/2018

[Workers' Compensation History](#)

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
GUERRA CONSTRUCTION GROUP	1000000330	SANTA CLARA	SANTA CLARA	06/06/2016	06/30/2017

Contractor's License Detail for License # 372869

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

RMT LANDSCAPE CONTRACTORS INC

421 PENDELETON WAY

OAKLAND, CA 94621

Business Phone Number:(510) 568-3208

Entity Corporation

Issue Date 04/18/1979

Expire Date **04/30/2019**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

C27 - LANDSCAPING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESCO INSURANCE COMPANY.

Bond Number: 04WB076289

Bond Amount: \$15,000

Effective Date: 05/14/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual RICK LOUIS DE HERRERA certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 04/29/2009

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the WESCO INSURANCE COMPANY

Policy Number: WWC3234933

Effective Date: 10/01/2016

Expire Date: **10/01/2017**

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
RMT LANDSCAPE CONTRACTORS, INC	1000006077	ALAMEDA	OAKLAND	05/31/2016	06/30/2017

Contractor's License Detail for License # 218839

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

CAMBLIN STEEL SERVICE INC

4175 CINCINNATI AVE

ROCKLIN, CA 95815

Business Phone Number:(916) 644-1300

Entity Corporation

Issue Date 07/10/1963

Expire Date **07/31/2018**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C50 - STEEL, REINFORCING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with GREAT AMERICAN INSURANCE COMPANY.

Bond Number: 4493025

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **9232898** for MARK WILLIAM CAMBLIN in the amount of **\$12,500** with FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

Effective Date: 06/13/2017

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the OLD REPUBLIC GENERAL INSURANCE CORPORATION

Policy Number:A1CW00731

Effective Date: 07/01/2014

Expire Date: 07/01/2017

Workers' Compensation History

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
CAMBLIN STEEL SERVICE INC.	1000003852	PLACER	ROCKLIN	05/27/2016	06/30/2017

Contractor's License Detail for License # 915363

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

WEST VALLEY CONCRETE INC
2406 OLIVE GROVE COURT
RIVERBANK, CA 95367
Business Phone Number:(209) 456-6538

Entity Corporation
Issue Date 05/07/2008
Reissue Date 07/31/2015
Expire Date 07/31/2017

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-8 - CONCRETE

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with OLD REPUBLIC SURETY COMPANY.

Bond Number: W150230212

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual BRYAN PAUL VALENCIA certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 07/31/2015

Workers' Compensation

This license has workers compensation insurance with the MIDWEST EMPLOYERS CASUALTY COMPANY

Policy Number: BNUWC0136894

Effective Date: 06/08/2016

Expire Date: 06/08/2017

Workers' Compensation History

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
BRYAN VALENCIA	1000035459	STANISLAUS	MODESTO	08/25/2016	06/30/2017

Contractor's License Detail for License # 777782

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

STONEY MASONRY INC

12454 RODBERN COURT

MADERA, CA 93637

Business Phone Number:(559) 673-8000

Entity Corporation

Issue Date 04/21/2000

Reissue Date 10/06/2003

Expire Date **10/31/2017**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C29 - MASONRY

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.

Bond Number: 69952368

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual STONEY BERNA certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 10/06/2003

Workers' Compensation

This license has workers compensation insurance with the REDWOOD FIRE AND CASUALTY INSURANCE CO

Policy Number: STWC815589

Effective Date: 01/01/2017

Expire Date: **01/01/2018**

Workers' Compensation History

Miscellaneous Information

10/07/2003 - LICENSE REISSUED TO ANOTHER ENTITY

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
STONEY MASONRY, INC.	1000000855	MADERA	MADERA	05/10/2016	06/30/2017

Contractor's License Detail for License # 652825

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

ANNING - JOHNSON COMPANY

22955 KIDDER STREET

HAYWARD, CA 94545

Business Phone Number:(510) 670-0100

Entity Corporation

Issue Date 08/21/1992

Expire Date **08/31/2018**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR
C-2 - INSULATION AND ACOUSTICAL
C-9 - DRYWALL
C15 - FLOORING AND FLOOR COVERING
C35 - LATHING AND PLASTERING
C39 - ROOFING
C-61 / D24 - METAL PRODUCTS
C-61 / D41 - SIDING AND DECKING
C51 - STEEL, STRUCTURAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with LIBERTY MUTUAL INSURANCE COMPANY.

Bond Number: 285030231

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **285027920** for LAWRENCE JOSEPH DOMINO in the amount of **\$12,500** with LIBERTY MUTUAL INSURANCE COMPANY.

Effective Date: 04/28/2008

Workers' Compensation

Policy Number: WC28415797
Effective Date: 08/01/2016
Expire Date: 08/01/2017
Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
ANNING-JOHNSON COMPANY	1000000625	LOS ANGELES	CITY OF INDUSTRY	06/07/2016	06/30/2017

Contractor's License Detail for License # 649862

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

WATERPROOFING ASSOCIATES INC

975 TERRA BELLA AVENUE

MOUNTAIN VIEW, CA 94043

Business Phone Number:(650) 937-1299

Entity Corporation

Issue Date 07/14/1992

Expire Date **07/31/2018**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C39 - ROOFING

C43 - SHEET METAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with INTERNATIONAL FIDELITY INSURANCE COMPANY.

Bond Number: 0392167

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual DENNIS PAUL RYAN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 05/05/1999

This license filed Bond of Qualifying Individual number **0623891** for DANIEL PAUL RYAN in the amount of **\$12,500** with INTERNATIONAL FIDELITY INSURANCE COMPANY.

Effective Date: 03/12/2013

Workers' Compensation

Policy Number:6045754686

Effective Date: 01/01/2017

Expire Date: 05/01/2018

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
WATERPROOFING ASSOCIATES, INC.	1000000647	SANTA CLARA	MOUNTAIN VIEW	05/02/2016	06/30/2017

Contractor's License Detail for License # 1025673

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

AMERICAN GLASS

4361 TECH DR UNIT F

LIVERMORE, CA 94551

Business Phone Number:(209) 640-7255

Entity Partnership

Issue Date 04/11/2017

Expire Date 04/30/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C17 - GLAZING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INDEMNITY COMPANY.

Bond Number: 246124

Bond Amount: \$15,000

Effective Date: 03/24/2017

Workers' Compensation

This license is exempt from having workers compensation insurance; they certified that they have no employees at this time.

Effective Date: 03/24/2017

Expire Date: None

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
AMERICAN GLASS	1000048906	ALAMEDA	LIVERMORE	05/05/2017	06/30/2017

Contractor's License Detail for License # 263495

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

CUSTOM DRYWALL INC

1570 GLADDING COURT

MILPITAS, CA 95035

Business Phone Number:(408) 263-1616

Entity Corporation

Issue Date 06/08/1970

Expire Date **11/30/2017**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-9 - DRYWALL

C-2 - INSULATION AND ACOUSTICAL

C33 - PAINTING AND DECORATING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with INDEMNITY COMPANY OF CALIFORNIA.

Bond Number: 502663C

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual EUGENE RAYMOND COX certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 10/15/2014

Workers' Compensation

This license has workers compensation insurance with the CYPRESS INSURANCE COMPANY

Policy Number: CUWC712892

Effective Date: 07/02/2016

Expire Date: **07/02/2017**

Workers' Compensation History

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
CUSTOM DRYWALL INC	1000009269	SANTA CLARA	MILPITAS	06/17/2016	06/30/2017

Contractor's License Detail for License # 319451

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

ROBERT BOEGER PLASTERING INC

P O BOX 495

APPLEGATE, CA 95703

Business Phone Number:(530) 878-4726

Entity Corporation

Issue Date 05/03/1976

Reissue Date 10/31/2011

Expire Date 10/31/2017

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C35 - LATHING AND PLASTERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INDEMNITY COMPANY.

Bond Number: 216556

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual STEVEN MICHAEL BOEGER certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 02/14/2015

Workers' Compensation

This license has workers compensation insurance with the BENCHMARK INSURANCE COMPANY

Policy Number: CST5008773

Effective Date: 10/01/2016

Expire Date: 10/01/2017

Workers' Compensation History

Miscellaneous Information

10/31/2011 - LICENSE REISSUED TO ANOTHER ENTITY

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
ROBERT BOEGER PLASTERING, INC.	1000006092	PLACER	APPLEGATE	05/02/2016	06/30/2017

Contractor's License Detail for License # 637480

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

ROY'S FLOORING INC

13659 VICTORY BLVD #395

VAN NUYS, CA 91401

Business Phone Number:(818) 982-8394

Entity Corporation

Issue Date 02/08/1992

Reissue Date 07/06/2010

Expire Date **07/31/2018**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C15 - FLOORING AND FLOOR COVERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with BUSINESS ALLIANCE INSURANCE COMPANY.

Bond Number: G60622259525

Bond Amount: \$15,000

Effective Date: 06/28/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual ROY ROGELIO GARCIA certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 07/06/2010

Workers' Compensation

This license has workers compensation insurance with the MID-CENTURY INSURANCE COMPANY

Policy Number:A09470221

Effective Date: 02/14/2014

Expire Date: 02/14/2018

Workers' Compensation History

Miscellaneous Information

07/06/2010 - LICENSE REISSUED TO ANOTHER ENTITY

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
ROY'S FLOORING INC	1000007245	LOS ANGELES	VAN NUYS	06/16/2016	06/30/2017

Contractor's License Detail for License # 736414

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

J & R THOMPSON INC

1605 NOVATO BLVD

NOVATO, CA 94947

Business Phone Number:(415) 892-6030

Entity Corporation

Issue Date 05/23/1997

Expire Date **05/31/2019**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C33 - PAINTING AND DECORATING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: SC6304114

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual JAMES ALEXANDER THOMPSON certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 05/23/1997

Workers' Compensation

This license has workers compensation insurance with the MIDWEST EMPLOYERS CASUALTY COMPANY

Policy Number: BNUWC0138488

Effective Date: 10/25/2016

Expire Date: **10/25/2017**

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
J & R THOMPSON, INC.	1000004763	MARIN	NOVATO	06/10/2016	06/30/2017

Contractor's License Detail for License # 731222

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

BAY CITIES FIRE PROTECTION INC
51 FOLEY STREET
SANTA ROSA, CA 95401
Business Phone Number:(707) 579-8694

Entity Corporation
Issue Date 01/10/1997
Reissue Date 09/27/2016
Expire Date **09/30/2018**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR
C16 - FIRE PROTECTION CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100323806

Bond Amount: \$15,000

Effective Date: 09/27/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual JOHN ALFRED HESS certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 09/27/2016

Workers' Compensation

This license has workers compensation insurance with the EVEREST NATIONAL INSURANCE COMPANY

Policy Number: 5300003917

Effective Date: 10/01/2016

Expire Date: **10/01/2017**

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
BAY CITIES FIRE PROTECTION, INC.	1000045613	SONOMA	SANTA ROSA	01/04/2017	06/30/2017
JOHN A. HESS	1000001234	SONOMA	SANTA ROSA	06/03/2016	06/30/2017

Contractor's License Detail for License # 967917

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

AMERICAN HONOR BUILDER INC
1792 SILVER AVENUE
SAN FRANCISCO, CA 94124
Business Phone Number: (415) 350-0023

Entity Corporation
Issue Date 11/23/2011
Expire Date 11/30/2017

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR
C36 - PLUMBING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with NATIONWIDE MUTUAL INSURANCE COMPANY.

Bond Number: 7900454468

Bond Amount: \$15,000

Effective Date: 05/18/2017

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual CHENG QU MIAO certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 04/13/2013

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 9167892

Effective Date: 10/12/2016

Expire Date: 10/12/2017

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
AMERICAN HONOR BUILDER, INC.	1000024585	SAN FRANCISCO	SAN FRANCISCO	05/02/2016	06/30/2017

Contractor's License Detail for License # 974024

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

AXIS MECHANICAL INC

2474 DE LA CRUZ BLVD

SANTA CLARA, CA 95050

Business Phone Number: (408) 573-7400

Entity Corporation

Issue Date 06/15/2012

Expire Date 06/30/2018

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN NATIONAL MUTUAL INSURANCE COMPANY.

Bond Number: W61019083611

Bond Amount: \$15,000

Effective Date: 10/17/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual THOMAS MICHAEL BEST certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 06/15/2012

Workers' Compensation

This license has workers compensation insurance with the EVEREST NATIONAL INSURANCE COMPANY

Policy Number: 7600011482

Effective Date: 05/13/2013

Expire Date: 05/13/2018

[Workers' Compensation History](#)

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
AXIS MECHANICAL INC.	1000021498	SANTA CLARA	SANTA CLARA	06/17/2016	06/30/2017

Contractor's License Detail for License # 915178

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

BOSCACCI INC
dba AMP ELECTRIC

1735 E BAYSHORE ROAD SUITE 4A
REDWOOD CITY, CA 94063
Business Phone Number:(650) 716-4881

Entity Corporation
Issue Date 05/02/2008
Reissue Date 03/26/2014
Expire Date 03/31/2018

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INDEMNITY COMPANY.

Bond Number: 5075135

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual NICHOLAS LAUREN BOSCACCI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 03/26/2014

Workers' Compensation

This license has workers compensation insurance with the EVEREST NATIONAL INSURANCE COMPANY

Policy Number: 7600017601171

Effective Date: 05/01/2017

Expire Date: 05/01/2018

Workers' Compensation History

Miscellaneous Information

Personnel listed on this license (current or disassociated) are listed on other licenses.

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
BOSCACCI, INC.	1000000230	SAN MATEO	REDWOOD CITY	06/02/2016	06/30/2017

Contractor's License Detail for License # 383036

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

SHOLLENBARGER - BORELLO INC
dba GOLDEN STATE STEEL

P O BOX 250
FOWLER, CA 93625
Business Phone Number:(559) 834-6209

Entity Corporation
Issue Date 10/17/1979
Expire Date 10/31/2017

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
C51 - STEEL, STRUCTURAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with OLD REPUBLIC SURETY COMPANY.

Bond Number: W150030196

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual MICHAEL CARL BORELLO certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 11/16/2007

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Policy Number: UB9G12125

Effective Date: 04/01/2016

Expire Date: 04/01/2018

Workers' Compensation History

03/26/2014 - LICENSE REISSUED TO ANOTHER ENTITY

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
SHOLLENBARGER-BORELLLO, INC.	1000007962	FRESNO	FOWLER	06/22/2016	06/30/2017

(617) 357-9500. UNDERWRITING LIMITATION b/: \$86,266,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Wisconsin.

Liberty Mutual Insurance Company (NAIC #23043)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116. PHONE: (617) 357-9500. UNDERWRITING LIMITATION b/: \$1,216,960,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Massachusetts.

LM Insurance Corporation (NAIC #33600)

BUSINESS ADDRESS: 2815 Forbs Avenue, Suite 200, Hoffman Estates, IL 60192. PHONE: (617) 357-9500. UNDERWRITING LIMITATION b/: \$11,007,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Illinois.

Lyndon Property Insurance Company (NAIC #35769)

BUSINESS ADDRESS: 14755 North Outer Forty Rd., Suite 400, St. Louis, MO 63017. PHONE: (636) 536-5600. UNDERWRITING LIMITATION b/: \$18,397,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Missouri.

Manufacturers Alliance Insurance Company (NAIC #36897)

BUSINESS ADDRESS: P.O. Box 3031, Blue Bell, PA 19422 - 0754. PHONE: (610) 397-5000. UNDERWRITING LIMITATION b/: \$6,709,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, ID, IN, KS, KY, LA, ME, MD, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, OH, PA, RI, SC, SD, TN, UT, VT, VA, WA. INCORPORATED IN: Pennsylvania.

MARKEL INSURANCE COMPANY (NAIC #38970)

BUSINESS ADDRESS: 4521 Highwoods Parkway, Glen Allen, VA 23060. PHONE: (800) 431-1270. UNDERWRITING LIMITATION b/: \$27,277,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Illinois.

SECTION 00210

BID PROPOSAL

TO: **ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**, a California Unified School District, acting by and through its Board of Education ("District"), 2930 Gay Ave., San Jose, California 95127.

FROM: Gonsalves & Stronck Construction Company Inc.
(Name of Bidder as listed on License)

1000 Washington Street
(Address)

San Carlos, CA 94070
(City, State, Zip Code)

650-802-2960
(Telephone)

650-802-2972
(Fax)

bidroom@gs-construction.com
(Email)

William Stronck/President
(Name(s) of Bidder's Authorized Representative(s) & Title)

1.01 Bid Proposal.

- A. Bid Proposal Amount.** Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work required for the Project described as:

Fischer Middle School, 1720 Hopkins Dr., San Jose, CA 95122

Nine million five hundred sixty three thousand (\$ 9,563,000)
Bid Amount in Words

Allowance

Eight Hundred Twenty-Four Thousand Dollard (\$ 824,000.00)
Allowance Amount in Words

Total Base Bid Including Allowance

Fischer Middle School

Ten million three hundred eighty seven thousand (\$ 10,387,000)
Total Base Bid Amount in Words

District reserves the right to reject any and all bids and/or award or not award.

- B. Acknowledgment of Bid Addenda.** In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

Addendum No	<u>1</u>	Date	<u>05/18/17</u>	Initials	<u>[Signature]</u>
Addendum No	<u>2</u>	Date	<u>06/05/17</u>	Initials	<u>[Signature]</u>
Addendum No	<u>3</u>	Date	<u>06/13/17</u>	Initials	<u>[Signature]</u>
Addendum No.	<u>4</u>	Date	<u>06/14/17</u>		<u>[Signature]</u>
Addendum No.	<u>5</u>	Date	<u>06/16/17</u>		<u>[Signature]</u>
Addendum No.	<u>6</u>	Date	<u>06/21/17</u>		<u>[Signature]</u>

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
STANDARD SPECIFICATIONS
BID #B1617-BOND013 NEW MULTI-PURPOSE BUILDING AT
FISCHER MIDDLE SCHOOL

BID PROPOSAL
00210
(rev. 02-09-10) VERSION 01-06

1.02 Rejection of Bid; Holding Open of Bid. It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Call for Bids, except as provided by law.

1.02.1 Documents Comprising Bid Proposal. The undersigned Bidder has submitted as its Bid Proposal the following: Bid Proposal (00210), Site Visit Certification (00212), List of Subcontractors (00215), Unit Rate Sheet (00211), Non-Collusion Affidavit (00220), Verification of DIR Registration (00230), PLA Addendum A & B (00325), Bid Security (Cashier's Check, or Bid Bond (00250), Drug-Free Workplace Certification (00417), Tobacco and Alcoholic Beverage Free Workplace Certification (00418), Fingerprinting Notice and Acknowledgement (00500) and Prime Bidder Certification of DVBE Participation (00520).

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the **Bid Proposal may be rejected as non-responsive.**

1.04 Award of Contract. It is understood and agreed that if written notice of the acceptance of this Bid Proposal and award of the Contract thereon is mailed or delivered by the District to the undersigned after the opening of Bid Proposals and within the time this Bid Proposal is required to remain open or at any time thereafter before this Bid Proposal is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the **Bid Proposal as accepted within five (5) calendar days after notification of acceptance and award.** Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (1) the Labor and Material Payment Bond; (2) the Performance Bond; (3) Certificates of Insurance evidencing all insurance coverages required to be provided under the Contract Documents; (4) the Certificate of Workers' Compensation Insurance and (5) Independent Contractor Student Form. The Work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents. Completion of the Work shall be achieved within the Contract Time specified in the Contract Documents.

1.05 Notices. All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

1.06 Contractor's License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following:

License Number: 672769
Class B Expiration Date 06/30/19 Class _____ Expiration Date _____
Class _____ Expiration Date _____ Class _____ Expiration Date _____

DIR Registration Number: 1000008281 Expiration Date 06/30/18

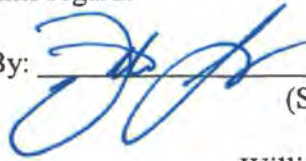
By executing this Bid Proposal, the Bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

- 1.07 Designation of Subcontractors.** In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100, et seq.) and amendments thereof, each Bidder shall set forth in the Subcontractors List: (a) the name and location of the place of business of each Subcontractor who will perform work or labor or render services to the Bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal; and (b) the trade and/or portion of the Work which will be performed by each listed Subcontractor. The Bidder shall list only one Subcontractor for each trade and/or portion of the Work as is defined by the Bidder in its Bid Proposal. If a Bidder fails to list a Subcontractor for a portion of the work in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal or if the Bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal amount, the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of the Work itself and that it shall perform that portion of the Work.
- 1.08 Confirmation of Figures.** By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.
- 1.09 Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Bidder

certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

(Corporate Seal)

By: _____



(Signature)

William Stronck

(Typed or Printed Name of Bidder's Authorized Representative)

Title: President

(Corporate Seal)

By: _____

(Signature)

(Typed or Printed Name of Bidder's Authorized Representative)

Title: _____



SECTION 00210

BID PROPOSAL

TO: ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT, a California Unified School District, acting by and through its Board of Education ("District"), 2930 Gay Ave., San Jose, California 95127.

FROM:

Vila Construction Co

(Name of Bidder as listed on License)

590 South 33rd Street

(Address)

Richmond, CA 94804

(City, State, Zip Code)

510-236-9111

(Telephone)

510-236-4979

(Fax)

bids@vilaconstruction.com

(Email)

Joseph Vila

Vice President

(Name(s) of Bidder's Authorized Representative(s) & Title)

1.01 Bid Proposal.

- A. Bid Proposal Amount.** Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work required for the Project described as:

Fischer Middle School, 1720 Hopkins Dr., San Jose, CA 95122

Nine Million, Nine Hundred Forty Thousand,
Seven Hundred Ten Dollars

Bid Amount in Words

(\$ 9,904,710)

Allowance

Eight Hundred Twenty-Four Thousand Dollard

Allowance Amount in Words

(\$ 824,000.00)

Total Base Bid Including Allowance

Fischer Middle School

Ten Million, Seven Hundred Twenty-Eight Thousand,
Seven Hundred Ten Dollars

Total Base Bid Amount in Words

(\$ 10,728,710)

District reserves the right to reject any and all bids and/or award or not award.

- B. Acknowledgment of Bid Addenda.** In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

Addendum No	<u>1</u>	Date	<u>5/18/17</u>	Initials	<u>JV</u>
Addendum No	<u>2</u>	Date	<u>6/5/17</u>	Initials	<u>JV</u>
Addendum No	<u>3</u>	Date	<u>6/13/17</u>	Initials	<u>JV</u>
	<u>4</u>		<u>6/14/17</u>		<u>JV</u>
	<u>5</u>		<u>6/16/17</u>		<u>JV</u>
	<u>6</u>		<u>6/21/17</u>		<u>JV</u>

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
STANDARD SPECIFICATIONS
BID #B1617-BOND013 NEW MULTI-PURPOSE BUILDING AT
FISCHER MIDDLE SCHOOL

BID PROPOSAL
00210
(rev. 02-09-10) VERSION 01-06

1.02 Rejection of Bid; Holding Open of Bid. It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Call for Bids, except as provided by law.

1.02.1 Documents Comprising Bid Proposal. The undersigned Bidder has submitted as its Bid Proposal the following: Bid Proposal (00210), Site Visit Certification (00212), List of Subcontractors (00215), Unit Rate Sheet (00211), Non-Collusion Affidavit (00220), Verification of DIR Registration (00230), PLA Addendum A & B (00325), Bid Security (Cashier's Check, or Bid Bond (00250), Drug-Free Workplace Certification (00417), Tobacco and Alcoholic Beverage Free Workplace Certification (00418), Fingerprinting Notice and Acknowledgement (00500) and Prime Bidder Certification of DVBE Participation (00520).

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the **Bid Proposal may be rejected as non-responsive.**

1.04 Award of Contract. It is understood and agreed that if written notice of the acceptance of this Bid Proposal and award of the Contract thereon is mailed or delivered by the District to the undersigned after the opening of Bid Proposals and within the time this Bid Proposal is required to remain open or at any time thereafter before this Bid Proposal is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the **Bid Proposal as accepted within five (5) calendar days after notification of acceptance and award.** Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (1) the Labor and Material Payment Bond; (2) the Performance Bond; (3) Certificates of Insurance evidencing all insurance coverages required to be provided under the Contract Documents; (4) the Certificate of Workers' Compensation Insurance and (5) Independent Contractor Student Form. The Work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents. Completion of the Work shall be achieved within the Contract Time specified in the Contract Documents.

1.05 Notices. All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

1.06 Contractor's License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following:

License Number: 300454
Class B Expiration Date 12/31/17 Class A Expiration Date 12/31/17
Class _____ Expiration Date _____ Class _____ Expiration Date _____

DIR Registration Number: 1000001795 Expiration Date 06/30/2017

By executing this Bid Proposal, the Bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

- 1.07 Designation of Subcontractors.** In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100, et seq.) and amendments thereof, each Bidder shall set forth in the Subcontractors List: (a) the name and location of the place of business of each Subcontractor who will perform work or labor or render services to the Bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal; and (b) the trade and/or portion of the Work which will be performed by each listed Subcontractor. The Bidder shall list only one Subcontractor for each trade and/or portion of the Work as is defined by the Bidder in its Bid Proposal. If a Bidder fails to list a Subcontractor for a portion of the work in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal or if the Bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal amount, the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of the Work itself and that it shall perform that portion of the Work.
- 1.08 Confirmation of Figures.** By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.
- 1.09 Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Bidder

certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.


By: 
(Signature)

(Corporate Seal)

Joseph Vila

(Typed or Printed Name of Bidder's Authorized Representative)

Title: **Vice President**

By: 
(Signature)

(Corporate Seal)

Samara Silverman

(Typed or Printed Name of Bidder's Authorized Representative)

Title: **Bid Coordinator**

SECTION 00210

BID PROPOSAL

TO: ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT, a California Unified School District, acting by and through its Board of Education ("District"), 2930 Gay Ave., San Jose, California 95127.

FROM: Strawn Construction, Inc.
(Name of Bidder as listed on License)

1140 Pedro St. Suite #1
(Address)

San Jose, CA, 95126
(City, State, Zip Code)

408-286-1299
(Telephone)

408-286-1288
(Fax)

rstrawn@scmdinc.com
(Email)

Randall Strawn-President & Secretary
(Name(s) of Bidder's Authorized Representative(s) & Title)

1.01 Bid Proposal.

- A. Bid Proposal Amount.** Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work required for the Project described as:

Fischer Middle School, 1720 Hopkins Dr., San Jose, CA 95122

ten million five hundred eleven thousand dollars (\$)
Bid Amount in Words

Allowance

Eight Hundred Twenty-Four Thousand Dollard (\$ 824,000.00)
Allowance Amount in Words

Total Base Bid Including Allowance

Fischer Middle School

10,511,000.00 (\$)
Total Base Bid Amount in Words

District reserves the right to reject any and all bids and/or award or not award.

- B. Acknowledgment of Bid Addenda.** In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

Addendum No 1 Date 5/18/17 Initials [Signature]

Addendum No 2 Date 6/5/17 Initials [Signature]

Addendum No 3 Date 6/13/17 Initials [Signature]

* See ATTACHED addendum #4-6

1.01 Bid Proposal.

** see previous page for Bid AMOUNT*

- A. Bid Proposal Amount.** Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work required for the Project described as:

Fischer Middle School, 1720 Hopkins Dr., San Jose, CA 95122

Bid Amount in Words (\$)

Allowance

Eight Hundred Twenty-Four Thousand Dollard (\$ 824,000.00)
Allowance Amount in Words

**Total Base Bid Including Allowance
Fischer Middle School**

Total Base Bid Amount in Words (\$)

District reserves the right to reject any and all bids and/or award or not award.

- B. Acknowledgment of Bid Addenda.** In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

Addendum No	<u>4</u>	Date	<u>6/14/17</u>	Initials	<u>[Signature]</u>
Addendum No	<u>5</u>	Date	<u>6/16/17</u>	Initials	<u>[Signature]</u>
Addendum No	<u>6</u>	Date	<u>6/21/17</u>	Initials	<u>[Signature]</u>

1.02 Rejection of Bid; Holding Open of Bid. It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Call for Bids, except as provided by law.

1.02.1 Documents Comprising Bid Proposal. The undersigned Bidder has submitted as its Bid Proposal the following: Bid Proposal (00210), Site Visit Certification (00212), List of Subcontractors (00215), Unit Rate Sheet (00211), Non-Collusion Affidavit (00220), Verification of DIR Registration (00230), PLA Addendum A & B (00325), Bid Security (Cashier's Check, or Bid Bond (00250), Drug-Free Workplace Certification (00417), Tobacco and Alcoholic Beverage Free Workplace Certification (00418), Fingerprinting Notice and Acknowledgement (00500) and Prime Bidder Certification of DVBE Participation (00520).

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the **Bid Proposal may be rejected as non-responsive.**

1.04 Award of Contract. It is understood and agreed that if written notice of the acceptance of this Bid Proposal and award of the Contract thereon is mailed or delivered by the District to the undersigned after the opening of Bid Proposals and within the time this Bid Proposal is required to remain open or at any time thereafter before this Bid Proposal is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the **Bid Proposal as accepted within five (5) calendar days after notification of acceptance and award.** Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (1) the Labor and Material Payment Bond; (2) the Performance Bond; (3) Certificates of Insurance evidencing all insurance coverages required to be provided under the Contract Documents; (4) the Certificate of Workers' Compensation Insurance and (5) Independent Contractor Student Form. The Work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents. Completion of the Work shall be achieved within the Contract Time specified in the Contract Documents.

1.05 Notices. All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

1.06 Contractor's License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following:

License Number: 927286
Class B Expiration Date 1/31/19 Class _____ Expiration Date _____
Class _____ Expiration Date _____ Class _____ Expiration Date _____

DIR Registration Number: 1000000867 Expiration Date _____

By executing this Bid Proposal, the Bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

- 1.07 Designation of Subcontractors.** In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100, et seq.) and amendments thereof, each Bidder shall set forth in the Subcontractors List: (a) the name and location of the place of business of each Subcontractor who will perform work or labor or render services to the Bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal; and (b) the trade and/or portion of the Work which will be performed by each listed Subcontractor. The Bidder shall list only one Subcontractor for each trade and/or portion of the Work as is defined by the Bidder in its Bid Proposal. If a Bidder fails to list a Subcontractor for a portion of the work in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal or if the Bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal amount, the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of the Work itself and that it shall perform that portion of the Work.
- 1.08 Confirmation of Figures.** By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.
- 1.09 Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Bidder

certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

By: 
(Signature)

(Corporate Seal)

Randall Strawn
(Typed or Printed Name of Bidder's Authorized Representative)

Title: President & Secretary

By: _____
(Signature)

(Corporate Seal)

(Typed or Printed Name of Bidder's Authorized Representative)

Title: _____

SECTION 00210

BID PROPOSAL

TO: ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT, a California Unified School District, acting by and through its Board of Education ("District"), 2930 Gay Ave., San Jose, California 95127.

FROM: Fast-Track Construction Corporation
(Name of Bidder as listed on License)

5711 W Slauson Ave #170
(Address)

Culver City CA 90230
(City, State, Zip Code)

310-215-3099
(Telephone)

310-215-3098
(Fax)

estimating@ftcgc.com
(Email)

Ryan Radebach - President
(Name(s) of Bidder's Authorized Representative(s) & Title)

1.01 Bid Proposal.

- A. Bid Proposal Amount.** Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work required for the Project described as:

Fischer Middle School, 1720 Hopkins Dr., San Jose, CA 95122

Eleven Million Six hundred thousand Dollars (\$11,600,000⁰⁰)
Bid Amount in Words

Allowance

Eight Hundred Twenty-Four Thousand Dollard (\$ 824,000.00)
Allowance Amount in Words

Total Base Bid Including Allowance

Fischer Middle School

Twelve Million Four Hundred twenty-four Thousand Dollars (\$12,424,000⁰⁰)
Total Base Bid Amount in Words

District reserves the right to reject any and all bids and/or award or not award.

- B. Acknowledgment of Bid Addenda.** In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

Addendum No	<u>1</u>	Date	<u>5-18-17</u>	Initials	<u>RR</u>
Addendum No	<u>2</u>	Date	<u>6-5-17</u>	Initials	<u>RR</u>
Addendum No	<u>3</u>	Date	<u>6-13-17</u>	Initials	<u>RR</u>
	<u>4</u>		<u>6-14-17</u>		<u>RR</u>
	<u>5</u>		<u>6-16-17</u>		<u>RR</u>
	<u>6</u>		<u>6-21-17</u>		<u>RR</u>

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
STANDARD SPECIFICATIONS
BID #B1617-BOND013 NEW MULTI-PURPOSE BUILDING AT
FISCHER MIDDLE SCHOOL

BID PROPOSAL
00210
(rev. 02-09-10) VERSION 01-06

1.02 Rejection of Bid; Holding Open of Bid. It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Call for Bids, except as provided by law.

1.02.1 Documents Comprising Bid Proposal. The undersigned Bidder has submitted as its Bid Proposal the following: Bid Proposal (00210), Site Visit Certification (00212), List of Subcontractors (00215), Unit Rate Sheet (00211), Non-Collusion Affidavit (00220), Verification of DIR Registration (00230), PLA Addendum A & B (00325), Bid Security (Cashier's Check, or Bid Bond (00250), Drug-Free Workplace Certification (00417), Tobacco and Alcoholic Beverage Free Workplace Certification (00418), Fingerprinting Notice and Acknowledgement (00500) and Prime Bidder Certification of DVBE Participation (00520).

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the **Bid Proposal may be rejected as non-responsive.**

1.04 Award of Contract. It is understood and agreed that if written notice of the acceptance of this Bid Proposal and award of the Contract thereon is mailed or delivered by the District to the undersigned after the opening of Bid Proposals and within the time this Bid Proposal is required to remain open or at any time thereafter before this Bid Proposal is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the **Bid Proposal as accepted within five (5) calendar days after notification of acceptance and award.** Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (1) the Labor and Material Payment Bond; (2) the Performance Bond; (3) Certificates of Insurance evidencing all insurance coverages required to be provided under the Contract Documents; (4) the Certificate of Workers' Compensation Insurance and (5) Independent Contractor Student Form. The Work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents. Completion of the Work shall be achieved within the Contract Time specified in the Contract Documents.

1.05 Notices. All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

1.06 Contractor's License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following:

License Number: 674880
Class B;C61/D06 Expiration Date 7-31-17 Class _____ Expiration Date _____
Class _____ Expiration Date _____ Class _____ Expiration Date _____

DIR Registration Number: 1000004059 Expiration Date 6-30-17

By executing this Bid Proposal, the Bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

- 1.07 Designation of Subcontractors.** In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100, et seq.) and amendments thereof, each Bidder shall set forth in the Subcontractors List: (a) the name and location of the place of business of each Subcontractor who will perform work or labor or render services to the Bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal; and (b) the trade and/or portion of the Work which will be performed by each listed Subcontractor. The Bidder shall list only one Subcontractor for each trade and/or portion of the Work as is defined by the Bidder in its Bid Proposal. If a Bidder fails to list a Subcontractor for a portion of the work in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal or if the Bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal amount, the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of the Work itself and that it shall perform that portion of the Work.
- 1.08 Confirmation of Figures.** By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.
- 1.09 Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Bidder

certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

By: 
(Signature)

(Corporate Seal)

Ryan Radebach
(Typed or Printed Name of Bidder's Authorized Representative)

Title: President

By: _____
(Signature)

(Corporate Seal)

(Typed or Printed Name of Bidder's Authorized Representative)

Title: _____