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BID FORM – PACKAGE G, FIRE PROTECTION TRADES

To: Governing Board of **Mountain View Los Altos High School District** ("District")

From: WALSCHON FIRE PROTECTION, INC.
(Proper Name of Bidder)

1. Total Bid. The undersigned declares that the Contract Documents including, without limitation, the Invitation to Bid, the Instructions to Bidders, and the Special Conditions have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications for the following project:

Mountain View High School Cafeteria Modernization.

Bid Package G, Fire Protection Trades

("Work" or "Contract")

and will accept in full payment for that Work the following total lump sum amount, all taxes included:

TOTAL BASE BID	
NOTE: IF THERE ARE ALLOWANCES IDENTIFIED IN THIS BID FORM, INCLUDE ANY ALLOWANCE(S) AMOUNTS IN THESE BID AMOUNTS.	\$ <u>114,649.00</u> Dollars

- 2. **Additive/Deductive Alternates.** Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction: **[NONE]**
- 3. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders: **[NONE]**
- 4. **Allowance(s).** The Bidder's Base Bid shall include the following potential Allowance(s). Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

Allowance: G1 Unforeseen Upgrades	\$ <u>50,000</u>
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- 5. **Contract Review.** The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
- 6. **Requests for Clarification.** The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract

Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

13. **Labor Harmony.** The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
14. **DIR Registration.** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.
15. **Prequalification.** The Bidder confirms that it has been prequalified by the District.
16. **General Acknowledgement.** The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
17. **False Claims Act.** Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

DOCUMENT 00 43 13

BID BOND (SECURITY)

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

Mountain View High School Cafeteria Modernization

Bid Package G, FIRE PROTECTION Trades ("Work" or "Contract")

The undersigned, Walschon Fire Protection, Inc. as Principal ("Principal");

and Liberty Mutual Insurance Company as Surety ("Surety"; a corporation organized and existing under and by virtue of the laws of the State of Massachusetts and authorized to do business as a surety in the State of California) are held and firmly bound unto the **Mountain View Los Altos High School District** ("District") as Obligee, in the sum of \$ (10%), ten percent of amount of bid Dollars, lawful money of the United States, for the payment to the District will and truly to be made pursuant to the provisions herein. Principal and Surety each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid and if the District awards the contract to the Principal and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, the Principal enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds (one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law), and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect and the Surety shall immediately issue full payment of the sum stated above to the Obligee upon notification from the Obligee that the Principal has not taken all steps to nullify or void this obligation.

Surety agrees that no change, extension of time, alteration or addition to the terms of the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in that suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on

OCTOBER 23, 2024.

Walschon Fire Protection, Inc.
Principal

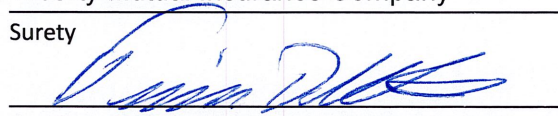


Jaimie Doolan

By Jaimie Doolan, Secretary

Liberty Mutual Insurance Company

Surety



By Timothy D. McIntyre, Attorney-in-fact

McIntyre Insurance Services, Inc.

Name of California Agent of Surety

4355 Technology Dr., #H, Livermore, CA. 94551

Address of California Agent of Surety

925-371-4485

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT