

DOCUMENT 00 41 13.10

BID FORM AND PROPOSAL – BID PACKAGE J, CABINET AND MILLWORK TRADES

To: Governing Board of the Mountain View Los Altos High School District (“District” or “Owner”)

From: **Fremont Millwork Co.**
 (Proper Name of Bidder)

The undersigned declares it has read the Contract Documents including, without limitation, the Notice to Bidders, the Instructions to Bidders, and the Special Conditions (including the Master Schedule), 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 of the:

PROJECT: **MOUNTAIN VIEW HIGH SCHOOL NEW CLASSROOM BUILDINGS**

Bid Package No. / Name / Description: **Bid Package J, Cabinet and Millwork Trades**

(“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

**One Hundred Thirty-Six Thousand,
 Six Hundred Seventy-Five** Dollars **\$ 136,675.00**
TOTAL BID
(Sum of Base Bid + Allowances + Unit Price Allowances)

In addition to the above Base Bid, the undersigned bidder proposes and agrees to perform the Contract with the following alternate scope(s) of work for the listed price adjustment(s):

1. **Alternates:** None.
2. **Unit Price Allowances.**

Unit Price Item	Est. Qty	Unit	x	Unit Price	=	Total
A. Cabinet upgrade allowance	1	Allowance	x	\$50,000.00	=	\$ 50,000.00
Total of Unit Price Item Allowances. Add the totals for each unit price item (A) and total here. Include this amount in the “Total Bid” above.						\$ 50,000.00

3. **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.

4. **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 Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. **Contract Time.** The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. **Contractual Provisions.** The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
 - The liquidated damages clause of the General Conditions and Agreement.
 - The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders that the successful bidder can receive from the District.
 - The "Disputes and Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
7. **Bid Open for 120 Days.** It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one hundred twenty (120) days.
8. **Attachments.** The following documents are attached hereto:
 - The Bid Bond on the District's form or other security
 - The Designated Subcontractors List
 - The Noncollusion Declaration
9. **Addendum Acknowledgement.** Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>01</u> , Dated <u>10/30/19</u>	No. _____, Dated _____
No. <u>02</u> , Dated <u>11/06/19</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

10. **Bidder's License.**
 - Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.

- Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
11. **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.
 12. **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.
 13. **Prequalification.** The Bidder confirms that it has been prequalified by the District.
 14. **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.
 15. **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.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this Eleventh day of November 20 19

Name of Bidder Fremont Millwork Co.

Type of Organization Corporation

Signed by 

Title of Signer Vice President / Secretary

Address of Bidder 2949 Onyx Ave. Klamath Falls, OR 97603

Taxpayer's Identification No. of Bidder 99004649

Telephone Number 541-884-5554

Fax Number 541-882-5643

E-mail nporto@fremontmillwork.com Web page www.fremontmillwork.com

Bidder's DIR Registration No.: No.: 1000000246

Contractor's License No(s): No.: 249756 Class: C-6 Expiration Date: 12/31/20

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Fremont Millwork Co.

President: Wayne Alexander

Secretary: Necia Porto

Treasurer: N/A

Manager: Travis Landrum

END OF DOCUMENT

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.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Fremont Millwork Co. as Principal ("Principal"),
and Nationwide Mutual Insurance Company as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the State of Ohio

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") of Santa Clara County, State of California as Obligee, in the

sum of Ten Percent (10%) of Bid Amount (\$ 10% of Bid Amount)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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 for the following bid package:

Bid Package No. / Name / Description: Mountain View High School New Classroom Buildings

J - Cabinet & Millwork Trades, Project No. 1735.00

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, 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. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or 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 terms of the Contract or 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 such suit, including a reasonable attorneys' fee to be fixed by the Court.

MVHS New Classroom Buildings
MVLA High School District

Project No.: 1735.00

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 one hundred twenty (120) 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 the 5th day of November, 20 19

Fremont Millwork Co.

Principal

By

Nationwide Mutual Insurance Company

Surety

By

Tamara A. Ringeisen, Attorney-in-Fact

Name of California Agent of Surety

9380 Station St, Ste 100, Lone Tree, CO 80124

Address of California Agent of Surety

503.467.7552

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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Oregon
County of Multnomah)

On 11/5/2019 before me, Leah Inez Richard Notary Public
(insert name and title of the officer)

personally appeared Tamara A. Ringeisen Attorney-in-Fact
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Leah Inez Richard
Leah Inez Richard Notary Public



(Seal)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

SARA SOPHIE SELLIN
MISTI M. WEBB

MICHAEL S. MANSFIELD
TAMARA A. RINGEISEN

DONALD PERCELL SHANKLIN JR.
KARI MICHELLE MOTLEY

PORTLAND OR

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TEN MILLION AND NO/100 DOLLARS

\$ 10,000,000.00

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.



Antonio C. Albanese
Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss
On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Delio
Notary Public, State of New York
No. 02DE612649
Qualified in Westchester County
Commission Expires September 16, 2021

Suzanne C. Delio

Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 5th day of November, 2019

Laura B. Guy

Assistant Secretary

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: Mountain View High School New Classroom Buildings (Project Name)

BID PACKAGE: Bid Package J, Cabinet And Millwork Trades (Trade Scope)

1. Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid.
2. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
3. If alternate bids are called for and Bidder intends to use Subcontractors different from or in addition to those Subcontractors listed for work under the base Bid, Bidder must list Subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.
4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
5. Bidder need not list entities that are only vendors or suppliers of materials.
6. Bidder must indicate which, if any, of these subcontractors are disabled veteran business enterprises (DVBE) by providing a check in the appropriate location.
7. Bidder must provide the Contactor State License Board number ("CSLB No.") for all listed subcontractors.
8. Bidder must provide the Department of Industrial Relations registration number ("DIR No.") for all listed subcontractors.
9. **The District will permit each Bidder to submit each listed subcontractor's CSLB No. and the DIR No. no later than twenty-four (24) hours after bid opening.**
10. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: Cabinet Brokers Installation Location: Los Gatos, CA 95032

Scope of Work: Installation

Check if DVBE: N/A CSLB No.: #783539 DIR No.: #100006318

Subcontractor Name: VSS Countertops Location: Sacramento, CA 95828

Scope of Work: Solid Surfacing

Check if DVBE: N/A CSLB No.: #802386 DIR No.: #1000005099

Subcontractor Name: _____ Location: _____

Scope of Work: _____

Check if DVBE: _____ CSLB No.: _____ DIR No.: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____

Check if DVBE: _____ CSLB No.: _____ DIR No.: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____

Check if DVBE: _____ CSLB No.: _____ DIR No.: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____

Check if DVBE: _____ CSLB No.: _____ DIR No.: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____

Check if DVBE: _____ CSLB No.: _____ DIR No.: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____

Check if DVBE: _____ CSLB No.: _____ DIR No.: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____

Check if DVBE: _____ CSLB No.: _____ DIR No.: _____

Subcontractor Name: _____ Location: _____

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Subcontractor Name: _____ Location: _____

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Subcontractor Name: _____ Location: _____

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Check if DVBE: _____ CSLB No.: _____ DIR No.: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____

Check if DVBE: _____ CSLB No.: _____ DIR No.: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____

Check if DVBE: _____ CSLB No.: _____ DIR No.: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____

Check if DVBE: _____ CSLB No.: _____ DIR No.: _____

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: 11/11/19

Proper Name of Bidder: Fremont Millwork Co.

Signature: 

Print Name: Necia Porto

Title: Vice President / Secretary

END OF DOCUMENT

DOCUMENT 00 45 19

NONCOLLUSION DECLARATION
Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Vice President / Secretary [PRINT YOUR TITLE]

of Fremont Millwork Co. [PRINT FIRM NAME]

the party making the foregoing Contract.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: 11/11/19

Proper Name of Bidder: Fremont Millwork Co.

City, State: Klamath Falls, Oregon 97603

Signature: 

Print Name: Necia Porto

Title: Vice President / Secretary

END OF DOCUMENT

Walschow

Los Altos High School
New Classrooms, Eng. Lab and
Aux. Gym
Bid Package G - Fire Protection

CD

NOV 12 1984