

DOCUMENT 00 41 13.7

BID FORM AND PROPOSAL – BID PACKAGE G, FIRE PROTECTION TRADES

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

From: Walschon Fire Protection, Inc.

(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: **LAHS NEW CLASSROOMS, ENGINEERING LABS AND AUXILIARY GYMNASIUM**

Bid Package No. / Name / Description: **Bid Package G, Fire Protection Trades**

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

Two hundred forty six thousand and zero	Dollars	\$ <u>246,000.00</u>
TOTAL BID		
<i>(Sum of Base Bid + Allowances + Unit Price Allowances)</i>		

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.** None.
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>1</u> , Dated <u>10/30/2019</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>11/6/2019</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 12 day of November, 2019

Name of Bidder Walschon Fire Protection, Inc.

Type of Organization Corporation

Signed by 

Title of Signer Brandon Day

Address of Bidder 2178 Rheem Drive, Suite A, Pleasanton, Ca 94588

Taxpayer's Identification No. of Bidder 94-3094473

Telephone Number 650-594-1588

Fax Number 650-594-1613

E-mail brandon@walschon.com Web page www.walschon.com

Bidder's DIR Registration No.: No.: 1000001040

Contractor's License No(s): No.: 568438 Class: C-16 Expiration Date: 05/31/2021

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Walschon Fire Protection, Inc.

President: Brandon Day

Secretary: Jaimie Doolan

Treasurer: _____

Manager: _____

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, 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")

of Santa Clara County, State of California as Obligee, in the sum of

Ten percent of the price proposed in the bid (\$ 10%)

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: G - Fire Protection

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.

LAHS Classrooms, Engineering Labs and Auxiliary Gymnasium
MVLA High School District

Project No.: 1730.00

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 11th day of November, 2019.

Walschon Fire Protection, Inc.

Principal


By Brandon Day, President

Liberty Mutual Insurance Company

Surety


By Venise Smalley Attorney-In-Fact

McIntyre Insurance Services, Inc.

Name of California Agent of Surety

277 McLeod St., Livermore, CA. 94550

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



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200398-969331

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Hilda McIntyre, Timothy D. McIntyre, Venise Smalley

all of the city of Livermore state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of January, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 25th day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of November, 2019.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

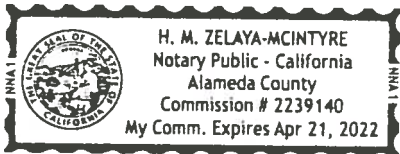
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)
On November 11, 2019 before me, H. M. Zelaya-McIntyre,
Date Here Insert Name and Title of the Officer
personally appeared Venise Smalley
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: LAHS Classrooms, Engineering Labs and Auxiliary Gymnasium (Project Name)

BID PACKAGE: G - Fire Protection (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) and the estimated percentage of the Work those subcontractor(s) will perform.
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: Walschon Fire Protection, Inc. Location: Pleasanton, CA

Scope of Work: Fire Protection

Check if DVBE: CSLB No.: 568438 DIR No.: 1000001040

Subcontractor Name: None 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: _____

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.: _____

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: 11/12/19

Proper Name of Bidder: Walschon Fire Protection, Inc.

Signature: 

Print Name: Brandon Day

Title: President

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 President **[PRINT YOUR TITLE]**

of Walschon Fire Protection, Inc. **[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: _____

Proper Name of Bidder: Walschon Fire Protection, Inc.

City, State: Pleasanton, California

Signature:  _____

Print Name: Brandon Day

Title: President

END OF DOCUMENT

Walschow

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

CD

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