

WCCUSD

Adams Middle School Music Room Re-Roofing

BID DATE

6/9/2010

2:00 PM

BID # E068243

Contractor	Premium Roofing & Waterproofing	Solano County Roofing	All Weather Roofing
Total Base Bid	\$28,347	\$30,236	\$32,860

BID FORM

TO: West Contra Costa Unified School District, acting by and through its Governing Board, herein called "DISTRICT."

1. Pursuant to and in compliance with your Notice Inviting Bids for

Adams Middle School, Music Room Roof Restoration and Repairs, Bid #E068243

and all other documents relating thereto including, but not limited to, DISTRICT'S , instructions to bidders, drawings, and otherwise ("contract documents"), the undersigned bidder (hereinafter "bidder" or "CONTRACTOR"), having familiarized himself/herself completely with the terms of the contract documents, project conditions, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, for the amounts set forth herein, all work called for in the contract, including all of its component parts, and to provide and furnish any and all labor, materials, tools, equipment, and all utility and transportation services necessary to perform and complete the contract in a workmanlike manner, and deliver the moving services for acceptance by the DISTRICT, all in strict conformance with the contract documents, which are on file at DISTRICT as noted on the Notice Inviting Bids.

The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

The contractor will share space normally used in school functions, therefore the contractor must place and maintain temporary barriers adequate to maintain separation from normal school activity.

CODES AND STANDARDS

A. Latest edition of pertaining ordinances, laws, rules, codes, regulations, standards, and others of public agencies having jurisdiction of the work are intended wherever reference is made in either the singular or plural to Code or Building Code except as otherwise specified, including but not limited to latest edition of those in the following listing.

2007 Administrative Regulations
California Code of Regulations
(CCR), Title 24, Part 1

2007 California Building Code (CBC)
California Code of Regulations
(CCR) Title 24, Part 2

2007 California Electrical Code (CEC)
California Code of Regulations
(CCR) Title 24, Part 3

2007 California Plumbing Code (CPC)
California Code of Regulations
(CCR) Title 24, Part 5

2007 California Fire Code (CFC)
California Code of Regulations
(CCR) Title 24, Part 9

2007 Fire Marshal Regulations
California Code of Regulations
(CCR) Title 19

Americans with Disabilities Act (ADA)
Accessibility Guidelines for Buildings

(2006 International Building
Code (IBC) with
California amendments)

(2005 National Electric
Code (NEC) with California
amendments)

(2006 Uniform Plumbing Code
(UPC) with California
amendments)

(2006 International Fire
Code (IFC) with
California amendments)

and Facilities (ADAAG)

California Code of Regulations, (CCR) Title 24, California State Accessibility Standards

GOVERNING REGULATIONS/AUTHORITIES

Authorities having jurisdiction have been contacted where necessary to obtain information for preparation of Contract Documents. Contact authorities having jurisdiction directly for information having a bearing on the work.

Comply with all federal, state and local laws, ordinances, rules and regulations indicated and which bear on the conduct of the work.

2. Scope of Work:

The scope of work includes but is not limited to providing materials, equipment, tools and labor required to perform the following services:

1. Construction Site Work Including but not limited to the following:

- a) reseal penetrations
- b) laminate blisters
- c) fully restore roof by providing two applications of title 24 white urethane coating

General Notes:

- 1. Contractor shall verify all existing conditions in the field and notify the architect of any deviations from plans and specifications prior to the start of work.

3. BID ITEM: Base Contract:

Adams Middle School, Music Room Roof Restoration and Repairs, Bid #E068243

The District will select the proposed CONTRACTOR based upon the lowest bid for the scope of work mentioned above.

3-1 Total Base Bid:

TWENTY EIGHT THOUSAND THREE HUNDRED FORTY SEVEN CASH PRICE IN WORDS \$ 28,347.00 IN DOLLARS

3-2 Allowances: (UNFORESEEN CONDITIONS)

(NONE) \$ 0

CASH PRICE IN WORDS IN DOLLARS

3-3 Total Bid (Total Base Bid (3-1) + Allowances (3-2))

TWENTY EIGHT THOUSAND THREE HUNDRED FORTY SEVEN CASH PRICE IN WORDS \$ 28,347.00 IN DOLLARS

3-4 Unit Prices:

A. White urethane coating

\$ 4.72
Cost per Sq. Ft.

4. It is understood that the DISTRICT reserves the right to reject any or all bids and or waive any irregularities or informalities in this bid or in the bid process. CONTRACTOR understands that after the date set for the opening of bids, CONTRACTOR may not withdraw this bid for a period of at least sixty (60) days, and that DISTRICT may extend such period for a reasonable time.

5. Attached is bid security in the amount of not less than ten percent (10%) of the bid PROPOSAL on page 8.

\$ 2,834.70

(circle one): Bid bond certified check cashier's check.

Receipt and acceptance of the following addenda is hereby acknowledged:

No. N/A, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

6. It is understood and agreed that if written notice of acceptance of this bid is transmitted to the bidder, by personal delivery, mail, facsimile, telegraph, or otherwise, after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the bidder will proceed upon the receipt of a District purchase order.

7. Notice of Intent to Award Contract or other correspondence should be addressed to the undersigned at the address stated below.

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

ALAN KREAGER JESUS AMBRIZ

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer and manager thereof; if a partnership, co-partnership, or joint venture, state true name(s) of firm(s), and complete names of all individual partners or joint venture's comprising firm(s); if bidder or other interested person is an individual, state first, middle, and last names in full.)

9. Time is of the essence regarding this contract, therefore, in the event the bidder to whom Notice to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement Form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the Bidder's bid deposit or bond forfeited.

10. Pursuant to section 4552 of the Government Code, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

11. The bidder certifies it has carefully read, examined, compared, and coordinated all of the contract documents, including the Agreement Form, general conditions, supplemental conditions, specifications, drawings, addenda, and all related documents. Bidder acknowledges and warrants the sufficiency and completeness of the documents, and certifies there are no omissions, inconsistencies, or incongruities between any and/or all of said documents.

12. The bidder is familiar with Government Code sections 12650 et seq. and Penal Code section 72 and understands that false claims can lead to imprisonment.

I, the below indicated bidder, declare under penalty of perjury that the information provided herein, and the representations and

certifications made in this Bid Form are true and correct.

All signatures must be in made with ink.

Date June 9 2010

Premium Roofing & Waterproofing
Proper Name of Bidder

By: [Signature]
Signature of Bidder, Title

Attach additional signature pages if appropriate.

NOTE:

If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the title and signature of the partner or partners authorized to sign contracts on behalf of the partnership; if bidder is a joint venture, the true name of the firm shall be set forth above together with the title and signature of the joint venture or joint venture's authorized to sign contracts on behalf of the joint venture; and, if bidder is an individual, his/her signature shall be placed above.

Street Address: 2630 76th Avenue

City, State & Zip: Oakland CA 94605

Telephone: 510, 774 7083

Fax: 510, 225 2624

BID BOND

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, _____ (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto West Contra Costa Unified School District (hereafter called "Owner") in the sum of _____ (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, successors, and assigns.

SIGNED this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the,

Adams Middle School, Music Room Roof Restoration and Repairs, Bid #E068243

NOW, THEREFORE,

a. If said Bid is rejected, or

b. If said Bid is accepted and Principal executes and delivers a contract in the attached Agreement form within five (5) days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, then this obligation shall be void; otherwise, the same shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or the Notice Inviting Bids, or to the work to be performed there under, or the specifications accompanying the same, including the period during which Principal's bid shall remain open for acceptance by Owner, 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 said contract, the Notice Inviting Bids, the work, the specifications or otherwise.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including without limitation, reasonable attorney's fees, which may be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

Two Witnesses (if individual)

PRINCIPAL: _____

By _____

Title: _____

ATTEST: (if corporation)

ATTEST:

By: _____ By: _____ Title: _____

By: _____ By: _____ Title: _____

(Corporate Seal)

04728

Office AU # 11-24
1210(8)

Operator I.D.: cu071366

cu019177

OFFICIAL CHECK

0472805590

PAY TO THE ORDER OF

*****WCCUSD-*BID E068243*****
*****BID BOND*****

June 09, 2010

Three thousand dollars and no cents

\$3,000.00

WELLS FARGO & COMPANY ISSUER
420 MONTGOMERY STREET
SAN FRANCISCO, CA 94163
PAYABLE AT WELLS FARGO BANK, N.A.
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 3,000.00

Richard Terry
CONTROLLER

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