

WCCUSD

Ohlone Elementary School Portable Re-Roofing

BID DATE 8/10/2010

BID # J068248

Budget - \$190,000

Contractor	Western Roofing	Solano County Roofing	Jeffco Roofing	IMR Contractor	Pioneer Contractors
Base Bid	\$154,800	\$189,223	\$194,000	\$205,000	\$231,000
Allowances	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Total Bid	\$169,800	\$203,223	\$209,000	\$220,000	\$246,000

BID FORM

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

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

Portable Re-Roofing at Ohlone Elementary School

Bid # J068248

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

(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)

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

Americans with Disabilities Act (ADA)
Accessibility Guidelines for Buildings
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:

Construction site work to be included as part of this Contract but not limited to the following:

1. Repair roofs on 6 combined portable classroom buildings using a mechanically attached, polyester felt backed 45 mil single-ply PVC roofing membrane overlay along with PVC clad GSM flashing and other associated flashing membranes.
2. Removal of 12-inch band of existing built-up roofing at the building perimeter.
3. Removal of 12-inch band of existing built-up roofing along each side of building joints.
4. Repairing areas of deteriorated plywood substrate prior to overlay roof replacement, PVC clad flashings and other membrane flashings.
5. Remove gutters and downspout elbows, and replace with GSM gutters and GSM elbows to match existing profiles. Tie GSM elbows into existing downspouts
6. Surface preparation and painting of all exposed soffits, fascia, roof sheet metal components, gutters and downspouts to match existing building color schemes.

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: The District will select the proposed CONTRACTOR based upon the lowest TOTAL BASE BID (Section 3 - 3) for the scope of work mentioned above.

3-1 BASE BID: Portable Re-Roofing at Ohlone Elementary School
Bid # J068248

One hundred fifty-four thousand eight hundred
CASH PRICE IN WORDS

\$ 154,800.00
IN DOLLARS & CENTS

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3-2 ALLOWANCE: (UNFORESEEN CONDITIONS)

FIFTEEN THOUSAND DOLLARS \$ 15,000.00
CASH PRICE IN WORDS IN DOLLARS & CENTS

3-3 TOTAL BASE BID: (3-1 + 3-2 = TOTAL BASE BID)

One hundred sixty-nine thousand eight hundred \$ 169,800.00
CASH PRICE IN WORDS IN DOLLARS & CENTS

3-4 UNIT PRICES:

A. Plywood overhanging roof deck / exposed soffit replacement (16 - 4'x8' sheets in Base Bid)
\$ 230.00
Unit Price/4'x8' sheet

B. Plywood roof deck replacement with adhered capsheet roofing membrane (5 - 4'x8' sheets and 160SF membrane in Base Bid)
\$ 110.00
Unit Price/4'x8' sheet

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 B.
\$ 1,698.00

(circle one): Bid bond certified check cashier's check.
Receipt and acceptance of the following addenda is hereby acknowledged:

- No. 1, Dated 07/27/10
- No. 2, Dated 08/05/10
- No. 3, Dated 08/05/10
- No. 4, Dated 08/10/10

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:
Roofing Constructors, Inc. dba Western Roofing Service
Mark G. Bledsoe, President; Kimberly L. Phillips, Secretary; Robert F. Ferrando, Treasurer.

(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 renders 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 08/10/2010

Roofing Constructors, Inc., dba
Western Roofing Service

Proper Name of Bidder

By:



Signature of Bidder, Title

George T. O'Neill, Sr. Vice President

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.

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Street Address: 15002 Wicks Boulevard

City, State & Zip: San Leandro, CA 94577

Telephone: (415) 648-6472

Fax: (415) 648-5164

DESIGNATED SUBCONTRACTORS LIST

PROJECT: Portable Re-Roofing at Ohlone Elementary School, Bid # J068248

Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the kind 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 set forth below 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, and that as to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.

In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

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: NONE **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

BID BOND

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, Roofing Constructors, Inc. dba Western Roofing Service (hereafter called "Principal"), and Safeco Insurance Company of America (hereafter called "Surety"), are hereby held and firmly bound unto West Contra Costa Unified School District (hereafter called "Owner") in the sum of Ten Percent Greatest Amount Bid (\$ 10% GAB) 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 9th day of August, 2010.

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

Portable Re-Roofing at Ohlone Elementary School

Bid # J068248

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: Roofing Constructors, Inc. dba Western Roofing Service

By: *George T. O'Neill, Sr.*

Title: George T. O'Neill, Sr. VP

ATTEST: (if corporation)

ATTEST:

By: *Andrew Tina* By: _____ Title: _____
By: Andrew Tina By: _____ Title: _____

(Corporate Seal)

Safeco Insurance Company of America

SURETY:

Keicha Ann Smith

Keicha Ann Smith

IMPORTANT: Sureties shall be U.S. Treasury listed, which U.S. Treasury listing shall indicate a bonding capacity in excess of the project cost. Sureties must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance as defined in section 105 of the California Insurance Code. If the work or project is financed, in whole or in part, with federal grant or loan funds, sureties must also appear on the Treasury Department's most current list (Circular 570 as amended). THIS IS A REQUIRED FORM. Any claims under this bond may be addressed to:

(Name and address of Surety)	Safeco Insurance Company of America 1001 4th Avenue, Suite 1700, Seattle, WA 98154
Name and address of agent or representative for service of process in California.	Lockton Companies, LLC 725 S. Figueroa, 35th Floor, Los Angeles, CA 90017 _____ if different from above)
(Telephone number of Surety and agent or representative)	720-497-8728 713-458-5200 for service of process in 213-689-0065 (California)

ACKNOWLEDGEMENT

State of California

County of Alameda

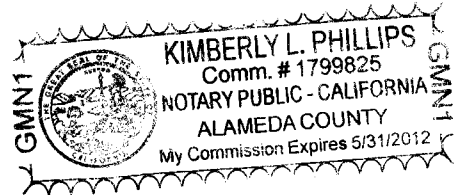
On 08/10/2010 before me, Kimberly L. Phillips, Notary Public,

personally appeared George T. O'Neill,

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.



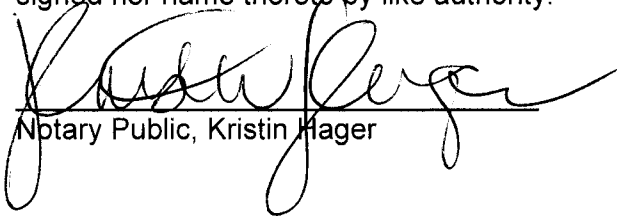
Kimberly L. Phillips (Seal)

Acknowledgment
of Surety

State of Texas

County of Harris

On the 9th day of August, 2010, before me personally appeared Keicha Ann Smith to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Safeco Insurance Company of America, the Surety in and which executed the foregoing bond; that she knows the seal of said Surety; that the seal affixed to said bond is the corporate seal of the Surety; that it was so affixed by authority of the power of attorney of the surety; and that she signed her name thereto by like authority.


Notary Public, Kristin Hager

Commission Expires: 05/11/2013



POWER
OF ATTORNEY

No. 12665

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

*****R. F. BOBO; JON DOUGLAS BURNHAM; SHONA D. HOLMES; ANGELA P. HYLE; TIMOTHY F. KELLY;
JOHN A. MARTINEZ; FLORENCE MCCLELLAN; KEICHA ANN SMITH; Houston, Texas*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 28th day of May, 2009

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 9th day of August, 2010



Dexter R. Legg, Secretary