INFORMATION SHEET 12/8/2015 TRUSTEES' MEETING

ATTACHMENT: 4.6

TO: Jim Bridges

FOR: Board of Trustees

FR: Mindy Maxedon

DATE: December 8, 2015

ISSUE: Bid Award – Traina School Office Security Door Project

The District received three responses to our request for bids for the Traina School Security Fencing project, as follows:

R. A. Jones Construction	$21,900
Diede Construction, Inc.	$38,400
JHK Construction, Inc.	$23,900

The bid forms are included in the packet. The R. A. Jones Construction bid is considered non-responsive because the vendor has not registered with the Department of Industrial Relations.

Recommendation: Award the Traina School Office Security Door Project to JHK Construction, Inc.

BID FORM

New Entry Control Door

TO: JEFFERSON SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT:"

1. Pursuant to your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, as defined in the Agreement, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the work required, including sheeting, shoring and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, in connection with the following:

Project: New Entry Control Door—Traina School

Located at: 4256 Windsong Drive, Tracy CA 95377

all in strict conformity with the complete contract as defined in the Agreement, prepared therefore and now on file at the office of: Jefferson School District, 1219 Whispering Wind Drive, Tracy, CA 95377 for the sum of:

Base Bid:

twenty, One thousand & nine hundred DOLLARS ($ 21,900)

The undersigned hereby acknowledges receipt of, and is familiar with the contents of, the following Addenda, and the undersigned warrants that all costs therefore are included in this proposal:

Addendum No. _____ dated 7-15-15

Addendum No. 2 dated 10/9-15

Addendum No. 3 dated 11-2-15

Addendum No. _____ dated _____

1. Each individual bid term shall be determined from visiting the work site, reviewing the plans and specifications, and all other portions of the contract documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary for the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work: tools, equipment, supplies, transportation,

facilities, labor, superintendence, and services required to perform and complete the work; and bonds, insurance and submittals; all as per the requirements of the contract documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

3. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act.

4. The required Non-Collusion Declaration is hereto attached.

5. The required bid security is hereto attached.

6. The required Contractors Certificate Regarding Workers' Compensation is hereto attached.

7. The Information Required of Bidder is attached hereto.

8. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned 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 undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that the undersigned will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond as specified, all within the five (5) calendar days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract on the date to be stated in the DISTRICT'S Notice to Proceed delivered to the Contractor, and shall be completed by the Contractor in the time specified in the contract documents.

9. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

P.O. Box 835, Thornton CA 95686

10. The name of all persons interested in the foregoing proposal as principals are as follows:

Robert A. Jones, Owner
R.A. Jones Const.

(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, state true name of firm, also names of all individual partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

11. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to 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. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from the purchase of goods, materials, or services by the bidder for sale to

the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment.

12. If the bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that _____ whose title is _____, is authorized to act for and bind the corporation.

13. It is understood and agreed that, should bidder fail or refuse to return executed copies of the Agreement, Contractor's Certificate, Certification of Insurance, and required bonds to the DISTRICT within five (5) days of actual notice of the award of the contract to bidder, the security may be forfeited to the DISTRICT as liquidated damages.

14. The undersigned hereby warrants that the bidder has an appropriate license, in accordance with the act providing for the registration of contractors' License No. 694892, Class B, that such license entitles the bidder to provide the work; that such license will be in full force and effect throughout the duration of performance under this contract; and that any and all subcontractors to be employed will have appropriate licenses.

15. In submitting this bid, the bidder agrees that if its bid is accepted, it shall perform the following work, exclusive of supervisory and clerical work, without the services of any subcontractor which shall constitute at least 15% of the total work under the contract:

N/A

16. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

17. It is understood and agreed that the CONTRACTOR, as well as all subcontractors will adhere to and comply with all terms pertaining to Prevailing Wage Rates determined by the Department of Industrial Relations.

18. It is understood and agreed that if, requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive, to permit an appraisal of its current financial condition.

19. The undersigned hereby warrants that CONTRACTOR is registered with the Department of Industrial Relations, pursuant to Labor Code 1725.5.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: R. A. Jones Construction

Contractor

Signed by: _____ owner

Business Address: PO Box 535

Thornton, CA 95686

Date: 11-9-15

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BID FORM

New Entry Control Door

TO: JEFFERSON SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT:"

1. Pursuant to your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, as defined in the Agreement, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the work required, including sheeting, shoring and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, in connection with the following:

Project: New Entry Control Door—Traina School

Located at: 4256 Windsong Drive, Tracy CA 95377

all in strict conformity with the complete contract as defined in the Agreement, prepared therefore and now on file at the office of: Jefferson School District, 1219 Whispering Wind Drive, Tracy, CA 95377 for the sum of:

Base Bid:

Thirty-Eight Thousand Four Hundred DOLLARS ($38,400.00)

The undersigned hereby acknowledges receipt of, and is familiar with the contents of, the following Addenda, and the undersigned warrants that all costs therefore are included in this proposal:

Addendum No. 1 dated 7-15-15

Addendum No. 2 dated 10-5-15

Addendum No. 3 dated 11-2-15

Addendum No. _____ dated _____

1. Each individual bid term shall be determined from visiting the work site, reviewing the plans and specifications, and all other portions of the contract documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary for the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work: tools, equipment, supplies, transportation,

facilities, labor, superintendence, and services required to perform and complete the work; and bonds, insurance and submittals; all as per the requirements of the contract documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

3. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act.

4. The required Non-Collusion Declaration is hereto attached.

5. The required bid security is hereto attached.

6. The required Contractors Certificate Regarding Workers' Compensation is hereto attached.

7. The Information Required of Bidder is attached hereto.

8. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned 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 undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that the undersigned will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond as specified, all within the five (5) calendar days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract on the date to be stated in the DISTRICT'S Notice to Proceed delivered to the Contractor, and shall be completed by the Contractor in the time specified in the contract documents.

9. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

Steven L. Diede, President - estimating@diedeconstruction.com

P.O. Box 1007, Woodbridge, Ca 95258

10. The name of all persons interested in the foregoing proposal as principals are as follows:

Steven L. Diede, President

Lillian K. Diede, Secretary/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, state true name of firm, also names of all individual partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

11. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to 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. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from the purchase of goods, materials, or services by the bidder for sale to

the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment.

12. If the bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that Steven L. Diede whose title is President, is authorized to act for and bind the corporation.

13. It is understood and agreed that, should bidder fail or refuse to return executed copies of the Agreement, Contractor's Certificate, Certification of Insurance, and required bonds to the DISTRICT within five (5) days of actual notice of the award of the contract to bidder, the security may be forfeited to the DISTRICT as liquidated damages.

14. The undersigned hereby warrants that the bidder has an appropriate license, in accordance with the act providing for the registration of contractors' License No. 632667, Class A B, that such license entitles the bidder to provide the work; that such license will be in full force and effect throughout the duration of performance under this contract; and that any and all subcontractors to be employed will have appropriate licenses.

15. In submitting this bid, the bidder agrees that if its bid is accepted, it shall perform the following work, exclusive of supervisory and clerical work, without the services of any subcontractor which shall constitute at least 15% of the total work under the contract:

Demolition and Carpentry

16. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

17. It is understood and agreed that the CONTRACTOR, as well as all subcontractors will adhere to and comply with all terms pertaining to Prevailing Wage Rates determined by the Department of Industrial Relations.

18. It is understood and agreed that if, requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive, to permit an appraisal of its current financial condition.

19. The undersigned hereby warrants that CONTRACTOR is registered with the Department of Industrial Relations, pursuant to Labor Code 1725.5.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____

Contractor Signed by: _____

Business Address: _____

_____

Date: _____

****

****

****
****

Partnership Name _____
Signed by: _____,Partner
Business Address: _____
_____
Date: _____
Other Partners: _____

****
****

Corporation Name: Diede Construction, Inc.
(a California Corporation[1])
Business Address: P.O. Box 1007
Woodbridge, CA 95258
Signed by: _____ President, Dated: 11/4/15
Signed by: _____ Secretary, Dated: 11/4/15
[Seal and Attest]

Business Address: P.O. Box 1007, Woodbridge, CA 95258
12393 N. Highway 99, Lodi, CA 95240

[1] A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

****
****

Joint Venture Name: _____
Signed by: _____Joint Venture
Business Address: _____
_____
Date: _____

****
****

Other Parties to Joint Venture:

If an individual: _____
(Signed)
Doing Business as: _____
If a Partnership: _____
Signed by: _____, Partner
If a Corporation: _____
(a _____Corporation)
By: _____Date: _____
Title:_____ Seal and Attest)

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****

_____

BID FORM

New Entry Control Door

TO: JEFFERSON SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT:"

1. Pursuant to your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, as defined in the Agreement, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the work required, including sheeting, shoring and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, in connection with the following:

Project: New Entry Control Door—Traina School

Located at: 4256 Windsong Drive, Tracy CA 95377

all in strict conformity with the complete contract as defined in the Agreement, prepared therefore and now on file at the office of: Jefferson School District, 1219 Whispering Wind Drive, Tracy, CA 95377 for the sum of:

Base Bid:

Twenty Three Thousand Nine Hundred DOLLARS
($23,900.00)

The undersigned hereby acknowledges receipt of, and is familiar with the contents of, the following Addenda, and the undersigned warrants that all costs therefore are included in this proposal:

Addendum No. 1 dated 7-15-15

Addendum No. 2 dated 10-5-15

Addendum No. 3 dated 11-2-15

Addendum No. _____ dated _____

1. Each individual bid term shall be determined from visiting the work site, reviewing the plans and specifications, and all other portions of the contract documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary for the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work: tools, equipment, supplies, transportation,

facilities, labor, superintendence, and services required to perform and complete the work; and bonds, insurance and submittals; all as per the requirements of the contract documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

3. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act.

4. The required Non-Collusion Declaration is hereto attached.

5. The required bid security is hereto attached.

6. The required Contractors Certificate Regarding Workers' Compensation is hereto attached.

7. The Information Required of Bidder is attached hereto.

8. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned 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 undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that the undersigned will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond as specified, all within the five (5) calendar days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract on the date to be stated in the DISTRICT'S Notice to Proceed delivered to the Contractor, and shall be completed by the Contractor in the time specified in the contract documents.

9. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

JHK Construction, Inc. - James Kulina
P.O. Box 593 - Escalon, CA 95320

10. The name of all persons interested in the foregoing proposal as principals are as follows:

JHK Construction, Inc.
James Kulina - President
Karen Kulina - Secretary

(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, state true name of firm, also names of all individual partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

11. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to 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. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from the purchase of goods, materials, or services by the bidder for sale to

the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment.

12. If the bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that James Kulina whose title is President, is authorized to act for and bind the corporation.

13. It is understood and agreed that, should bidder fail or refuse to return executed copies of the Agreement, Contractor's Certificate, Certification of Insurance, and required bonds to the DISTRICT within five (5) days of actual notice of the award of the contract to bidder, the security may be forfeited to the DISTRICT as liquidated damages.

14. The undersigned hereby warrants that the bidder has an appropriate license, in accordance with the act providing for the registration of contractors' License No. 764091, Class B, that such license entitles the bidder to provide the work; that such license will be in full force and effect throughout the duration of performance under this contract; and that any and all subcontractors to be employed will have appropriate licenses.

15. In submitting this bid, the bidder agrees that if its bid is accepted, it shall perform the following work, exclusive of supervisory and clerical work, without the services of any subcontractor which shall constitute at least 15% of the total work under the contract:

_____

_____

_____

_____

16. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

17. It is understood and agreed that the CONTRACTOR, as well as all subcontractors will adhere to and comply with all terms pertaining to Prevailing Wage Rates determined by the Department of Industrial Relations.

18. It is understood and agreed that if, requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive, to permit an appraisal of its current financial condition.

19. The undersigned hereby warrants that CONTRACTOR is registered with the Department of Industrial Relations, pursuant to Labor Code 1725.5.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____

Contractor Signed by: James Kulina
Business Address: 27727 E. Tiffani Lane
Escalon, CA 95320
Date: 11-10-15

****

****

****
****

Partnership Name _____
Signed by: _____,Partner
Business Address: _____
_____
Date: _____
Other Partners: _____

****
****

Corporation Name: UHK Construction, Inc.
(a California Corporation[1])
Business Address: 27727 E. Tiffani lane
Escalon, CA 95320
Signed by: _____ President, Dated: 11-10-15
Signed by: _____ Secretary, Dated: 11-10-15

[Seal and Attest]

Business Address: 27727 E. Tiffani lane
Escalon, CA 95320

1 A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

****
****

Joint Venture Name: _____
Signed by: _____Joint Venture
Business Address: _____
_____
Date: _____

****
****

Other Parties to Joint Venture:

If an individual: _____
(Signed)
Doing Business as: _____
If a Partnership: _____
Signed by: _____, Partner
If a Corporation: _____
(a _____Corporation)
By: _____Date: _____
Title:_____ Seal and Attest)

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_____