

BID FORM AND PROPOSAL

To: Governing Board of Trustees of the **Santa Rosa High School District** ("District")

From: O'Rourke Electric, Inc

(Insert Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read 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 **PHS Theater Lighting** ("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

eight hundred eighty-three thousand, five hundred sixty  
A. \_\_\_\_\_ Dollars \$ 883,560.00  
Base Bid

one hundred thirty-two thousand , five hundred thirty-four  
B. \_\_\_\_\_ Dollars \$ 132,534.00  
15% Owner's Contingency

The Owner's Contingency of ten percent (15%) shall only be allocated for items relating to the Work that could not reasonably have been foreseen at the time of bid. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has authorized Contractor's use of the Owner's Contingency. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

C. One Hundred Thousand Dollars \$100,000  
Allowance 1 – Additional Light Fixtures, Stage Draperies & Miscellaneous Equipment

C. One Hundred Thousand Dollars \$100,000  
Allowance 2 – Additional Production AV Systems

one million eighty-three thousand, five hundred sixty  
D. \_\_\_\_\_ Dollars \$ 1,083,560.00  
TOTAL BID

The undersigned has checked carefully all the above figures and understands that the District is not responsible for any errors or omissions on the part of the undersigned in making this bid.

Enclosed find certified or cashier's check no. \_\_\_\_\_ of the \_\_\_\_\_ Bank for \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) or Bidder's Bond of the Merchants Bonding Company surety company in an amount of not less than ten percent (10%) of the entire bid. The undersigned further agrees, on the acceptance of this proposal, to execute the Contract, provide the required bonds and insurance, and that,

in case of default in executing these documents within the time fixed by the Contract Documents, the proceeds of the check or bond accompanying this bid shall be forfeited and shall become the property of the District.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. Contractor agrees to commence and complete the work within the time specified in the Notice to Proceed. It is understood that this bid is based upon completing the work within the number of calendar days specified in the Contract Documents.

2. The liquidated damages clause of the General Conditions and Special Conditions is hereby acknowledged.

3. The following documents are attached hereto:

Bid Bond on the District's form or other security

Designated Subcontractors List

Non-Collusion Affidavit

Project Warranty

Prime Contractor Letter of Assent with Continuity of Work Agreement

Workers' Compensation Certification

Drug-Free Workplace Certification

Contractor Certification Re Alcoholic Beverage and Tobacco Free Campus Policy

Contractor Fingerprinting Certification

Asbestos-Free Materials Certification

Bidder's Acknowledgement of Project Schedule

Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Iran Contracting Act Certificate

4. Receipt and acceptance of the following Addenda is hereby acknowledged:

Addendum No. 1  X  Dated:  9/22/2025

Addendum No. 2  X  Dated:  9/23/2025

Addendum No. 3 \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. 5 \_\_\_\_\_ Dated: \_\_\_\_\_

5. 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.

6. The undersigned 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.

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 twenty-sixth day of September, 2025

Name of Bidder O'Rourke Electric

Type of Organization Corporation

Signature 

Signed by Dan O'Rourke

Title of Signer President

Address of Bidder 3347 Industrial Dr #4  
Santa Rosa, CA 95403

Bidder's Taxpayer Identification No. 68-0319108

Telephone Number 707-528-8539

Fax Number 707-528-2506

E-mail dan@orourke-electric.com Website www.orourke-electric.com

Contractor's License No(s): No.: 682968 Class: C10 Expiration Date: 12/31/2025

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date:

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date:

If Bidder is a corporation, affix corporate seal.

Name of Corporation: O'Rourke Electric, Inc

President: Dan O'Rourke

Secretary: Dan O'Rourke

Treasurer: Dan O'Rourke

Manager: Dan O'Rourke

**00 61 10**  
**BID BOND**

WHEREAS, O'Rourke Electric, Inc., as Principal, and Merchants Bonding Company (Mutual), as Surety, a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the [Insert] School District ("District"), as Obligee, in the sum of Ten Percent of Amount Bid DOLLARS (\$ 10%), being not less than ten percent (10%) of the Total Bid Price; for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to the District to perform all Work required for the **PHS Theater Lighting** as set forth in the Notice to Bidders and accompanying Contract Documents.

NOW, THEREFORE, if said Principal is awarded a Contract for the Work by the District and, within the time and in the manner required by the above-referenced Contract Documents, enters into the written form of Contract bound with said Contract Documents, furnishes the required bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), furnishes the required insurance certificates and endorsements, and furnishes any other certifications as may be required by the Contract, then this obligation shall be null and void; otherwise it 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 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 of the notice inviting bids, or to the work, or to the specifications.

The bid security will be held by the District for ten (10) days after the period for which bids must be held open or until posting by the successful bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the bid security will be returned.

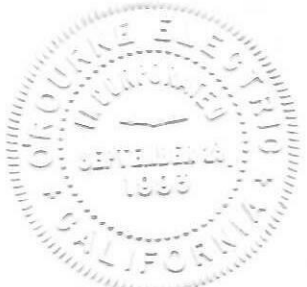
In the event suit is brought upon this bond by the District and judgment is recovered, said Surety shall pay all costs incurred by the District in such suit, including reasonable attorneys' fees to be fixed by the court.

SIGNED AND SEALED, this 22nd day of September, 2025.

O'Rourke Electric, Inc.  
Principal  
By: [Signature]  
Signature

Merchants Bonding Company (Mutual)  
Surety  
By: [Signature]  
Sara Swanson, Attorney-in-Fact, Signature

(SEAL)



(SEAL)



# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Bond Number: Bid Bond  
PHS Theater Lighting

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Claudine Gordon; Kristie Fontana; Michael K Feeny; Sara Swanson; Shawn E Gustafson; William W Burke

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

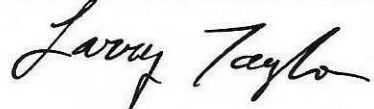
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of October, 2024.

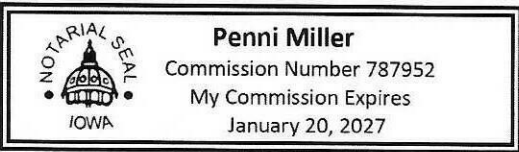


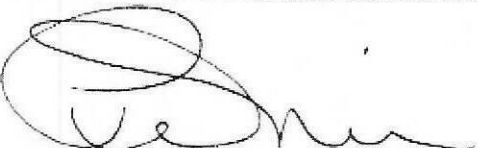
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 9th day of October, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of September, 2025.



  
Secretary

# 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 California  
County of Sonoma )

On September 22, 2025 before me, Kevin Donohoo, Notary Public  
(insert name and title of the officer)

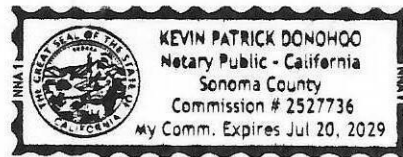
personally appeared Sara Swanson  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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

(Seal)



DESIGNATED SUBCONTRACTORS LIST

In compliance with the "Subletting and Subcontracting Fair Practices Act," California Public Contract Code sections 4100 to 4114, and any amendments thereto, each Bidder shall provide the information requested below for each subcontractor who will perform work, labor or render service to Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (greater than 0.5 %) of the Bidder's Total Bid Price and shall further set forth the portion of the Work which will be done by each subcontractor. Bidder shall list only one subcontractor for any one portion of the Work.


If the Bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth below.

Subletting or subcontracting of any portion of the Work in excess of one half of one percent (greater than 0.5%) of the Total Bid Price for which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after District approval.

**Project** PHS Theater Lighting

**Name of Bidder:** O'Rourke Electric, Inc

**Bidder's**

**Authorized Signature:** 

Name and Location  
of Subcontractor

Description of Work  
to be Subcontracted

Name: Holzmueller Production

11 6143, 11 6183 - stage drapery and  
production lighting

Address: 1050 25th St, San Francisco, CA 94107

Ph: 415-826-8383

Fax: 415-826-2608

License No. 348268

Name and Location  
of Subcontractor

Description of Work  
to be Subcontracted

Name: PCD Audio and Video Integration

27 4116 - audio video systems

Address: 1032 Maxwell Dr, Santa Rosa, CA 95401

Ph: 707-546-3633

Fax: 707-575-6818

License No. 527657

Name and Location  
of Subcontractor

Description of Work  
to be Subcontracted

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

Name and Location  
of Subcontractor

Description of Work  
to be Subcontracted

Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

License No. \_\_\_\_\_

Name and Location  
of Subcontractor

Description of Work  
to be Subcontracted

Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

License No. \_\_\_\_\_

Name and Location  
of Subcontractor

Description of Work  
to be Subcontracted

Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

License No. \_\_\_\_\_

Name and Location  
of Subcontractor

Description of Work  
to be Subcontracted

Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

License No. \_\_\_\_\_

Name and Location  
of Subcontractor

Description of Work  
to be Subcontracted

Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

License No. \_\_\_\_\_

Name and Location  
of Subcontractor

Description of Work  
to be Subcontracted

Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

License No. \_\_\_\_\_

NON-COLLUSION AFFIDAVIT

In accordance with Public Contract Code section 7106, the undersigned declares that he or she holds the position listed below with the bidder, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee 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.

*Dan O'Rourke*  
Signature

Dan O'Rourke  
Typed or Printed Name

President  
Title

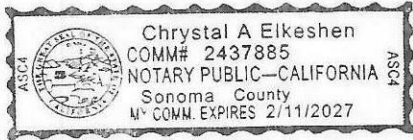
O'Rourke Electric  
Bidder

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.

Subscribed and sworn before me  
This 25 day of September, 2025

[Seal]

*Chrystal A. Elkeshen*  
Notary Public in and for  
the State of California



**PROJECT WARRANTY**

We, the undersigned, do hereby warrant and guarantee all products and services described within which we have provided for:

**PHS Theater Lighting**

are in accordance with the Contract Documents and that all such Work as installed will fulfill or exceed all minimum warranty requirements. We agree to repair or replace Work installed by us for a period of at least two years after the date of recording the Notice of Completion, together with any adjacent Work which is displaced or damaged by so doing, that proves to be defective in workmanship, material, or function at no expense to the [Insert] School District for ordinary wear and tear and unusual abuse or neglect excepted. Manufacturers' and suppliers' warranties may be longer than the two year period described above, but not shorter.

In the event of our failure to comply with the above-mentioned conditions within seven (7) business days, after notification in writing, we, the undersigned, all collectively and separately, hereby authorize the District to have said defective Work, repaired or replaced to be made good, and agree to pay to the District upon demand all moneys that the District may expend in making good said defective Work, including but not limited to all collection costs and reasonable attorneys' fees.

Company Name: O'Rourke Electric

Signed:   
(Contractor's signature)

Name: Dan O'Rourke  
(printed)

Date: 9/26/2025

# LETTER OF ASSENT

[TO BE SIGNED BY ALL CONTRACTORS AND SUBCONTRACTORS AWARDED WORK COVERED BY THE CONTINUITY OF WORK AGREEMENT PRIOR TO COMMENCING WORK ON ANY PROJECT]

[CONTRACTOR'S LETTERHEAD]

Project Labor Coordinator  
c/o Santa Rosa High School District  
110 Stony Point Rd., Suite 210  
Santa Rosa, CA 95401  
Attn: Erik Oden, Director of Maintenance, Facilities & Operations

***Re: Letter of Assent – Continuity of Work Agreement***

This is to confirm that [Name of Company] (“Company”) agrees to be party to and bound by the Santa Rosa City Schools District Continuity of Work Agreement effective [Insert Date], as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

*O'Rourke Electric, Inc.*

[Name of Construction Company]

By: [Insert Name and Title of Authorized Executive]

*Dan O'Rourke, President*  
*Dan O'Rourke*

[Copies of this letter must be submitted to the Project Labor Coordinator and to the Council(s) consistent with Special Conditions, Section P]


WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.
- (c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

 Dan O'Rourke  
 \_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 President  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 O'Rourke Electric  
 \_\_\_\_\_  
 Company

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the SANTA ROSA HIGH SCHOOL DISTRICT (hereinafter referred to as the "District" and O'Rourke Electric (hereinafter referred to as the ("Contractor")) for the **PHS Theater Lighting** Project (hereinafter referred to as the "Project." This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) The Drug-Free Workplace Act requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency under California law and requires all contractors on public works projects to comply with the provisions and requirements of the Drug-Free Workplace Act.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition;
- B. Establishing a drug-free awareness program to inform employees about all of the following:
  1. The dangers of drug abuse in the workplace;
  2. The person's or organization's policy of maintaining a drug-free workplace;
  3. The availability of drug counseling, rehabilitation and employee-assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations.
- C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision A, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code section 8355 when performing the Contract for the Project by:

- A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace;
- B. Establishing a drug-free awareness program; and
- C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and agree to abide by the terms of that statement.

I also understand that if the District determines that I have either: (a) made a false certification herein; or (b) violated this certification by failing to carry out the requirements of section 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act, I may be subject to debarment.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act.

Executed on this twenty-sixth day of September, 20 25 at 8:00 am.

O'Rourke Electric  
Name of Contractor (Print or Type)

By: *Dan O'Rourke*  
Signature

Dan O'Rourke  
Print Name

President  
Title


**CONTRACTOR'S CERTIFICATE REGARDING**  
**ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: 9/26/2025

O'Rourke Electric

Contractor

By:   
Signature





# CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

## SUBCONTRACTOR'S CERTIFICATION

The [Insert] School District ("District") entered into a Contract for services with O'Rourke Electric ("Contractor") on or about October, 2025 ("Contract"). This certification is submitted by \_\_\_\_\_, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c).

Jim Schelstrate

9/26/2025

Subcontractor's Representative

Date

or

## SUBCONTRACTOR'S EXEMPTION

The [Insert] School District ("District") entered into a Contract for services with \_\_\_\_\_ ("Contractor") on or about \_\_\_\_\_, 20\_\_\_\_ ("Contract"). Pursuant to Education Code Sections 45125.1 and 45125.2, the District has determined that \_\_\_\_\_, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"), is exempt from the criminal background check certification requirements for the Contract because:

- The Subcontractor's employees will have limited contact with District students during the course of the Contract;
- Emergency or exceptional circumstances exist; or
- With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:  
\_\_\_\_\_.

\_\_\_\_\_  
School District Official

\_\_\_\_\_  
Date

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for PHS Theater Lighting ("Project"), and submitted it to the [Insert] School District on behalf of O'Rourke Electric ("Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District. Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Construction Manager/Architect or the District who shall have sole discretion and final determination in this matter.

The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 26th day of September, 2025.

O'Rourke Electric

\_\_\_\_\_  
Name of Contractor (Print or Type)

*Dan O'Rourke*

\_\_\_\_\_  
Signature

Dan O'Rourke

Print Name

President

Title

**BIDDER'S ACKNOWLEDGEMENT OF PROJECT SCHEDULE****PHS Theater Lighting**

The undersigned acknowledges that he/she has carefully and thoroughly reviewed the Project Schedule, included herein and made a part of the Contract Documents.

The undersigned fully understands the manpower requirements necessary to complete the project in accordance with the Project Schedule and agrees to furnish all labor, materials and equipment necessary, upon District acceptance of bidder's proposal, to fully comply with this schedule. The undersigned agrees to comply with any and all adjustments to the schedule, as may be directed by the District or its representative, and which may be required to ensure project completion as stipulated in the Contract Documents.


The undersigned acknowledges that failure to comply with the above could result in delays to other contractors, whose bona fide and substantiated cost impacts due to said delays may be borne by the undersigned.

ACKNOWLEDGED AND AGREED:

DATE: 9/26/2025

O'Rourke Electric

CONTRACTOR

BY:   
Signature

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither O'Rourke Electric, Inc. nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/ contractor or any lower participant is unable to certify this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the 26<sup>th</sup> day of September, 2025 for the purposes of submission of this bid.

(Corporate Seal)

By Don O'Rourke  
Signature

Don O'Rourke  
Typed or Printed Name

President  
Title

9-26-25  
Date

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, for the purposes of award of this contract.

(Corporate Seal)

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**IRAN CONTRACTING ACT CERTIFICATION****[if over \$1,000,000 project]**

As required by California Public Contract Code Section 2204, the Bidder certifies subject to penalty for perjury that the option checked below relating to the Bidder's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- The Bidder is not:
- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Don O'Rourke                      9/15/25  
Signature                                      Date

Don O'Rourke                      President  
Name    Title

O'Rourke Electric, Inc.  
Name of Firm