

SANTA ROSA CITY SCHOOLS DISTRICT

211 Ridgway Portables Demo

<p>SECTION 3 BID FORMS</p>

BID FORM AND PROPOSAL

To: Governing Board of the Santa Rosa City Schools District ("District")

From: Demolition Services & Grading 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 **211 Ridgway Portables Demo**, ("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

BASE BID:

For the sum of:

Three hundred eighty two thousand three hundred eighty four DOLLARS

(\$ 382,384.00), including all applicable taxes, permits and licenses.

CASH ALLOWANCE IN BASE BID

Allowance for unforeseen circumstances of \$30,000.

Allowance for abatement of unforeseen hazardous materials of \$50,000.

PER CONTRACT DOCUMENTS - Allowance for 200 yards of imported, placed and compacted class II recycled base for crawlspace fill and general grading. Amount of fill used to be tracked on site at a unit price of \$ 175.00 per cubic yard for a total of \$ 35,000.

Include in the bid for the Base 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 Developers 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.

1. **Alternates.** Not Applicable

2. Contractor agrees to commence 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.

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

4. 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

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

Addendum No. 1	<u>1 ce</u>	Dated:	<u>12/11/23</u>
Addendum No. 2	<u>2 ce</u>	Dated:	<u>12/15/23</u>
Addendum No. 3	_____	Dated:	_____
Addendum No. 4	_____	Dated:	_____
Addendum No. 5	_____	Dated:	_____

6. 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.

7. 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 18th day of December, 2023

Name of Bidder Demolition Services & Grading Inc.

Type of Organization Corporation

Signature 

Signed by Chris Chicarino

Title of Signer President

Address of Bidder 7841 Setter Ln Vacaville CA 95688

Bidder's Taxpayer Identification No. 81-2627193

Telephone Number 209-456-9741

Fax Number

E-mail Smeyer@dsgj.co Website dsgj.co

Contractor's License No(s): No.: 1015534 Class: A, B, C12 Expiration Date: 06/30/24

No.: _____ Class: _____ Expiration Date:

No.: _____ Class: _____ Expiration Date:

If Bidder is a corporation, affix corporate seal.

Name of Corporation: Demolition Services & Grading Inc.

President: [Signature]

Secretary: [Signature]

Treasurer: [Signature]

Manager: Chris Chicarino

BID BOND

WHEREAS, Demolition Services and Grading Inc., as Principal, and Developers Surety and Indemnity Company, 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 Santa Rosa City Schools District ("District"), as Obligee, in the sum of Ten Percent of the Amount Bid DOLLARS (\$ 10% of the amount bid), 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 **211 Ridgway Portables Demo** 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 14th day of December, 20 23.

Demolition Services and Grading Inc.

Principal

By: _____

Signature

Developers Surety and Indemnity Company

Surety

By: _____

Signature

Rose Vittiglio, Attorney-In-Fact

(SEAL)

(SEAL)

**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Rose Vittiglio, Barry Page, Bonnie Robbins, Marsha Wendt, Charles Bomazian and Brenna Tucoelli, of Longwood, FL

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective April 3, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: [Signature]
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

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.

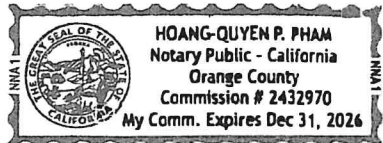
STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this 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: [Signature]



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:
By: Barry W. Moses Barry W. Moses, Assistant Secretary POA No. N/A

DocuSign Envelope ID: 3352BFD6-5E9D-4796-837E-C1E455E6530F

Signed and sealed this 14th day of December, 2023.

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.



Signature

Chris Chicarino

Typed or Printed Name

president

Title

Demolition Services & Grading

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 ____ day of _____, 20__

[Seal]

See Attached

Notary Public in and for
the State of California

CALIFORNIA JURAT

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 Solano }

Subscribed and sworn to (or affirmed) before me on this 18th day of December, 2023
Date Month Year

by Chris Chicarino

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: *Tierra R. Cameron*
Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

PROJECT WARRANTY


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

211 Ridgway Portables Demo

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 Santa Rosa City Schools District, 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: Demolition Services & Grading Inc.

Signed: 
(Contractor's signature)

Name: Chris Chicarino
(printed)

Date: 12/14/23



A Union Company

**CSL #1015534 – A, B, C12 & C21
DIR #1000039367**

Project Labor Coordinator
c/o Santa Rosa City Schools District 211 Ridgway Avenue
Santa Rosa, CA 95401 Attn: Erik Oden

Re: Letter of Assent – Continuity of Work Agreement

Dear Erik:

This is to confirm that Demolition Services & Grading, Inc. (“Company”) agrees to be party to and bound by the Santa Rosa City Schools District Continuity of Work Agreement effective December 19, 2023, 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,

Demolition Services & Grading, Inc.

By: Chris Chicarino, President