INFORMATION SHEET 10/13/2015 TRUSTEES' MEETING

ATTACHMENT: 4.5

TO: Jim Bridges

FOR: Board of Trustees

FR: Mindy Maxedon

DATE: October 13, 2015

ISSUE: Bid Award – New Security Fencing at Traina School

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

Stockton Fence & Material Co.	$21,434
CalCo Fence Inc.	$15,385
Add Alt – Install additional gate	$ 3,045
CalCo Fence Total including both Alts	$18,430

The bid forms are included in the packet. The add alternative provides an additional gate which was desired but not included in original bid docs as a budget consideration.

Recommendation: Award the New Security Fencing at Traina School to CalCo Fence, Inc.

BID FORM

New Security Fencing at Traina School

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 Security Fencing at Traina School

Located at: 4256 Windong 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 Four Hundered and Thirty Four DOLLARS

NOTE : $750.00 Credit to be given if flanged instead of coreing holes except gate posts ($ 21,434.00)

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 September 10, 2015

Addendum No. 2 dated September 25, 2015

Addendum No. _____ dated _____

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.
PO Box 8314 Stockton, CA 95208

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

(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 Lowell Beghtel 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. 393334, Class C13, 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:

_____

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_____

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: Lowell Beghtel

Contractor

Signed by: Lowell Bartel

Business Address: PO Box 8314 Stockton, CA 95208
2007 N Wilson Way Stockton, CA 95205

Date: 9/26/15

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

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Corporation Name: Stockton Fence & Material Co., Inc
(a California Corporation[1])
Business Address: PO Box 8314 Stockton, CA 95208
2007 N Wilson Way Stockton, CA 95205
Signed by: _____President, Dated: 10/6/15
Signed by: _____Secretary, Dated: 10/6/15

[Seal and Attest]

Business Address: PO Box 8314 Stockton, CA 95208
2007 N Wilson Way Stockton, CA 95205

[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.

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

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****

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 Security Fencing at Traina School

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 Security Fencing at Traina School

Located at: 4256 Windong 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:

Fifteen thousand three hundred eighty five DOLLARS ($ 15,385.00)

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. One dated 9/10/15

Addendum No. Two dated 9/25/15

Addendum No. _____ dated _____

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,

Add ALT - Install one more gate - $3,045.00

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.

4568 Contractors Place
Livermore, CA. 94551

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

Mike Hill Scott Pope Kirk Pope

(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 Mike Hill whose title is VP/Sec, 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. 458341, Class C-13, 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:

Install fence & gates per details and/or specs.

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: Mike Hill

Business Address: 4568 Contractors Place
Livermore, CA 94551

Date: 10/1/15

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****

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

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Corporation Name: Calco Fence Inc.
(a California Corporation[1])
Business Address: 4568 Contractors Place
Livermore, CA 94551
Signed by: [illegible] President, Dated: 10/1/15
Signed by: [illegible] Secretary, Dated: 10/1/15

[Seal and Attest]

Business Address: 4568 Contractors Place
Livermore, CA 94551

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.

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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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