### **BID PROPOSAL**

TO: **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**, a California Community College District, acting by and through its Board of Trustees ("the District").

FROM:	SMICH CORPOR MIDN
	(Name of Bidder)
	3550 Wlow face Rd.
	(Address)
	Concord A
	(City, State, Zip Code)
	(072) 462-27,00
	(Telephone/Fax)
	1 adem asaisal not
	(E-Mail Address of Bidder's Representative(s))
	Topk WARD
	(Name(s) of Bidder's Authorized Representative(s))
Did Drange	
<ol> <li>Bid Proposa</li> </ol>	
	•

1.	Las Positas College TFV Base Bid	\$ 1,405,600
2.	Owner's Non-Specified Allowance	\$ 100,000.00
3.	Total Bid Amount (Sum of Line 1 and 2)	\$ 1,505,600

- 1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to complete in a workmanlike manner all of the Work and other obligations required by the Contract Documents for the sum of Opponium Five hundred Five Thousand Fix hundred Dollars (\$ 1, 505, 600 ) (Line 3 of Table above). The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal. The Bidder confirms that the bid proposal includes the Owner's Non-Specified Allowance in the amount of One Hundred Thousand Dollars and No Cents (\$100,000.00).
- 1.2 Owner's Non-Specified Allowance. Bidder shall include in Bid Proposal the stipulated sum of One Hundred Thousand Dollars and No Cents (\$100,000.00) for non-specified work to be performed ONLY at the determination and direction of the District. Work performed at the determination and direction of the District under this Allowance shall be documented by Contractor and submitted to Construction Manager per the requirements

specified in Article 9 of the General Conditions. Contractor shall include a separate line item in Contractor's Schedule of Values as "Allowance" with the value of One Hundred Thousand Dollars (\$100,000.00). At closeout of Contract, any funds remaining in the Allowance shall be credited to Owner through a Change Order.

**1.3** Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda issued by or on behalf of the District.

Addenda Nos. 1,2,3 received, acknowledged and incorporated into this Bid Proposal.

- 2. Documents Accompanying Bid. The Bidder has submitted with this Bid Proposal the following: (a) Bid Security; (b) Subcontractors List; (c) Statement of Qualifications; (d) Certification of Pre-Bid Site Visit; (e) Non-Collusion Affidavit; and (f) Public Works Contractor Registration Certification Form. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.
- 3. Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract in the form attached hereto within ten (10) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Material Payment Bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.
- 4. Contractor's License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following classification(s) \_\_\_\_\_\_ bearing License Number(s) \_\_\_\_\_\_, with expiration date(s) of \_\_\_\_\_\_\_. The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.
- 5. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing, and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

Ву:

(Corporate Seal)

Colgna

(Typed or Printed Name)

Title:

	Causal Daga Li
Bidder:	Jausal Corporation
Address:	3550 Willow Pass Rd. Concord CA 9451
Telephone:	(925) 568-2200
Fax:	(925) 568-2525
Bidder's Auth	norized Representative: Ham Raca

SUBCONTRACTORS LIST

PROJECT: BID NO: B20/21-00 Temporary Faculty Village Project

NAME OF SUBCONTRACTOR	BUSINESS LOCATION/ ADDRESS OF SUBCONTRACTOR	TRADE OR PORTION OF THE WORK
,		
		,

#### PHOTOCOPY THIS PAGE AS NECESSARY TO LIST ADDITIONAL SUBCONTRACTORS

In accordance with Public Contract Code §4104, General Contractors submitting bids on California public projects should submit subcontractors license numbers with all bids. Pursuant to California Senate Bill 854, any subcontractor(s) who intend to bid on any public works project must be registered with the California's Department of Industrial Relations (DIR).

#### CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

	NAME OF	CITY	$\neg$	TRADE OR PORTION
	SUBCONTRACTORS	LICENSE - DIR#		OF THE WORK
9				
1	O Grady	Mountain View	201696 100003381	paving
٠.	Oracy	inountain view	201000 10000001	parnig
2	Lone Star	San Martin	463280 100002345	planting
۷.	Lone Star	San Wartin	403200 100002343	pianting
		_	000400 400004400	
3.	Barry's Backhoe	Tracy	323493 100001139	sanitary sewer
		00 100		
4 .	Camblin	Roseville	218839 100003852	rebar
5.	Hazard Concrete	Alamo	671135 1000011179	concrete
6.	Big Valley Metals	W Sac	826708 100006653	metal fab
		2		
7.	Premium	Oakland	1019378 1000044468	TPO roofing
8.	Sacramento Drilling	Sac	759193 100004496	Driiling
9 .	кві	Petaluma	944475 100005867	painting
٠.		- Cidiuma		Francis
10	Bockmon Woody	Stockton	588308 100002789	electrical
10.	4 .	Stockton		electrical /
2	Pacific Dower	Farfield 4	158315 100000151	a portrical
/	Pacific pover	Tarrela 7	70713 10000013	EUCHICA
	-			
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Subcontractors List Sausal Corporation THIS PAGE INTENTIONALLY BLANK

## **NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA (OSTA)
PROJECT: BID NO.: B20/21-00 Temporary Faculty Village Project
I,, being first duly sworn, deposes and says that I
am the of of, the party
submitting the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states, and certifies that:
<ol> <li>The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.</li> <li>The Bid Proposal is genuine and not collusive or sham.</li> <li>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 other bidder or anyone else to put in sham bid, or to refrain from bidding.         <ol> <li>The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.</li> <li>All statements contained in the Bid Proposal and related documents are true.</li> <li>The bidder has not, directly or indirectly, submitted the 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 person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.</li> </ol> </li> </ol>
Executed this 24 day of November 2020 at Control CA 94519 (City, Quanty and State)
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Signature SSDO WHOW FOR RJ. (Address)
Name Printed or Typed  (City, County and State)
(Area Code and Telephone Number)

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## STATEMENT OF BIDDER'S QUALIFICATIONS

1. Bi 1.	dder's Org 1 Form 1.1.1	of entity of Bidder, i.e., corporation, partnership, etc <del>Corporation</del>
		Date of incorporation: 1/22/1973
		President/Chief Executive Officer:
		Secretary:Leslie Ward
		Treasurer/Chief Financial Officer:
	1.1.2	If a partnership, state the following:  Type of partnership, i.e., general partnership, limited partnership:
		Names of all general partners, if any of the general partners are not natural persons, provide the information for each such general partner requested by Paragraphs 1.1.1, 1.1.2 and 1.1.4 as appropriate:
		n/a
	1.1.3	If a proprietorship, state the names of all proprietors:n/a
	1.1.4	If a joint venture, state the following
		Date of organization:n/a
		Names of all joint venture members. For each member of the joint venture, provide the information requested by Paragraphs 1.1.1, 1.1.2 and 1.1.3 for each joint venture member, as applicable:
1.	2 Numb	er of years your organization has been in business as a contractor:47
1.	3 Numb	per of years your organization has conducted business under its present name:  47
1.		r organization has conducted business under a name or name style different than organization's present name, identify all prior name(s) or name style(s):
		n/a

	1.5	Your organization's Federal Tax Identification Number:94-6096402
	1.6	Your Public Works Contractor Registration Number: 1000001877
2.	Licen	sing
	2.1	California Contractors License: Number:
		Responsible Managing Employee/Officer: Josh Ward  License Classification(s): B - General Contractor
	2.2	Has a claim or other demand ever been made against your organization's California Contractors License Bond? Yes X_ No If yes, on a separate attachment, state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.
	2.3	Has a complaint ever been filed against your organization's California Contractors License with the California Contractors State License Board?YesX_No If yes, on a separate attachment, state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California Contractors State License Board as a result of any such complaint.
	2.4	Has your contractors' license(s) been consistently active for at least five (5) years without revocation or suspension? X Yes No
3.	Expe	rience
•	3.1	Categories of work (other than management/supervision) your organization typically performs with your own forces Carpentry, Labor
	3.2	On a separate attachment, list similar sized construction project completed by your organization in the past five (5) years and for each project identified, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization, percentage of change orders for the project, original completion date and final completion date (iii) the project owner's name, address, telephone number and email address; the name of the project owner's representative, address, telephone number and email address; and (iv) the project architect's name, address, telephone number, contact person and their email address.
	3.3	On a separate attachment, list all construction projects your organization has in progress and for each project listed, state: (i) a general description of the work performed by your

LSee attached >

# Chabot-Las Positas Bid No. B20/21-00 Temporary Faculty Village Project

Sausal Corporation 3550 Willow Pass Rd. Concord, CA 94519 (925) 568-2200

#### Q.3.2 Recent Project List in last 5 years:

1).- Addison Elementary [2018 - 2020] - Palo Alto, CA General Contractor - single prime competitive bidding

This project was competitively bid and includes construction of a new classroom building on an existing campus. Dan Wood is the Project Manager, Paul Stevens is the Superintendent and JJ Sansome is the Project Administrator. The District uses fs3 | Hodges for Construction Management and Tom Hodges tom@fs3h.com (949-445-3734) is the primary contact. Architect: Gelfand Partners Architects, 165 10th Street, Suite 100, San Francisco CA, 94103 (415) 346-4040

Original Contract Value: \$17,371,000 | Revised Contract Value: \$19,099,270

2). - Montevideo Elementary [2018-2019] - San Ramon, CA General Contractor - single prime competitive bidding

This project was competitively bid and includes modernization and renovations on an existing campus. Josh Ward was the Project Manager and Tony Webb was the Superintendent. The initial schedule required work to be done over two summers but a plan was implemented that drastically reduced the time to complete. The District retained Erin Hirst as the Facilities Project Manager for this project. Eric can be reached at (925) 824-1885 and ehirst@srvusd. Architect: HKIT, 538 Ninth Street Suite 240, Oakland, CA 94607 (510) 625-9800

Original Contract Value: \$5,845,800 | Revised Contract Value: \$6,337,574

3).- Dublin E5 - Cottonwood Elementary [2018-2019] Dublin, CA General Contractor - single prime competitive bidding

Josh Ward and Greg Gillis were Project Managers and Tony Webb and Pete Lindquist were Superintendents. The scope included five two story classroom buildings, a two story Admin building and a Multipurpose Building. Substantial acceleration was required to meet the August school opening date, The District retained John Hansen as the Construction Manager. He may be contacted at RGM-Kramer (925-671-7717). Architect: Deems Lewis McKinley, 77 Van Ness Ave. Suite 300, San Francisco CA, 94102 (415) 255-1811

Original Contract Value: \$34,014,000 | Revised Contract Value \$34,595,889

4).- Palo Alto High School Library [2017-2018] Palo Alto, CA General Contractor - single prime competitive bidding

This project was competitively bid and includes complete renovation of the existing Library. The scope included abatement, structural upgrades and new MEP systems. Greg Gillis was the Project Manager and Bruce Edrington was the Superintendent. The District uses fs3 | Hodges for Construction Management and Tom Hodges tom@fs3h.com (949-445-3734) is the primary contact. Architect: Deems Lewis McKinley, 77 Van Ness Ave. Suite 300, San Francisco CA, 94102 (415) 255-1811 Original Contract Value: \$9,787,500 | Revised Contract Value: \$10,131,350

5).- Burlingame Intermediate Classrooms [2016-2018] Burlingame, CA General Contractor - single prime competitive bidding This project was competitively bid and included a new two story classroom building cut in to an embankment. The existing school was operational with minimal disruptions despite the substantial work in the middle of the campus. Greg Gillis was the Project Manager and Bruce Edrington was the Superintendent. Owner: Burlingame School District, 1825 Trousdale Drive, Burlingame CA, 94010 (650) 259-3800. Architect: Hamilton + Aitken Architects, 525 Brannon Street Suite 400, San Francisco CA, 94107 (415) 974-5030.

Original Contract Value: 9,908,500 | Revised Contract Value: \$10,623,727

#### 6).- Dublin HS Phase 4 [2014-2015] — Dublin, CA General Contractor - Lease-Leaseback

This was a Lease-Leaseback project that includes a retrofit of an existing 14,000 SF gymnasium building. This included structural upgrades, new MEP systems, new locker rooms and classrooms. The District Project Manager, Nicholas Olsen can now be reached at nolsen@lvjusd.org (925-960-2920) And the Architect, Tania Nunez, at tnunez@aedisarchitects.com (408-300-5154). Contract Value \$6,617,500

## 7.) Dublin PSC - Police Services Building [2018-2020] - Dublin, CA

General Contractor - single prime competitive bidding

This project is adjacent to the existing Civic Center and included substantial demolition of existing site and structures. The 36,000 sf building includes new additions and upgrades to the remaining structures. The final Contract value was \$18,612,407. A portion of the project was occupied by the Alameda County Fire Department during part of the construction term with no impact on their operation. Greg Gillis was the Project Manager and Ray Baker was the Superintendent.Original Contract Value: \$15,283,400 | Revised Contract Value: \$18,612,407. District Owner's rep is Michael Boitnott and he can be reached at Michael.Boitnott@dublin.ca.gov; Robert Kagiyama of Swinerton is the CM and he can be reached at (415) 500-1108 and rkagiyama@swinerton.com. Architect: Indigo Hammond + Playle, 909 5th Street, Davis CA 95616 (530) 750-0756

#### 8.) Dublin San Ramon Services District [2019-2020] - Dublin, CA

General Contractor - single prime competitive bidding

20,000 SF remodel of existing offices, including boardroom. Demolition, new partitions, doors, electrical, data, ceiling lighting, millwork and finishes. Greg Gillis was the Project Manager and Pete Lindquist was the Superintendent. Jason Ching is the Owner's rep and he can be reached at ching@dsrsd.com. Greg Cheifetz with Swinerton is the CM and he can be reached at (415) 654-1773 and gcheifetz@swinerton.com. Architect: IDA Architecture, 6700 Koll Center Parkway, Suite 110, Pleasanton CA, 94566 (925) 484-5245

Original Contract Value: \$4,060,700 | Revised Contract Value: \$4,309,981

#### Q 3.3 Current Projects, as of December 2020.

#### 1. Addison Elementary, Palo Alto CA

Owner: Robert Golton Palo Alto Unified School District, 25 Churchill Ave, Palo Alto CA, 94306 (650) 329-3980

Architect: Gelfand Partners Architects, 165 10th Street, Suite 100, San Francisco CA, 94103 (415) 346-4040

-Portable Work, Demo and new construction of (2) new buildings

Contract Value: \$17,371000

95% complete

#### 2. Fire Station #25, San Mateo CA

Owner: City of San Mateo, Stephen Wu (650) 823-8331

Architect: WLC Architects 111o Iron Point Rd. Folsom CA 95630 (916) 355-9922

-New fire station

Contract Value: \$6,140,000

70% complete

#### 3. Los Altos High School, Los Altos CA

Owner: MVLA High School District, 1299 Bryant Ave. Mountain View CA, 94040 (650) 940-4667 Architect: Quattrocchi Kwok Architects 636 Fifth Street Santa Rosa, CA 95404 Phone: 707-576-0829

-New Classrooms, Engineering Lab and Gym.

Contract Value: \$23,400,000

50% complete

#### 4. Kennedy Park, Hayward CA

Owner: Hayward Area Recreational and Park District, 1099 E. Street, Hayward CA 94541 Marvin Yee (510) 881-6713

Architect: RRM Design Group, 123 Estudillo Avenue, Suite 200 San Leandro CA 94577 (510) 751-4910

-Park Renovation

Contract Value: \$14,058,700

95% complete

#### 5. Pioneer Elementary School, Union City CA

Owner: David Estrada, New Haven Unified School District 34200 Alvarado-Niles Road

Union City, CA 94587 p: 510.471.1100

Architect: SVA Architects, 2335 Broadway Street, Ste. 301 Oakland CA 94612 (510) 267-3180

Contract Value: \$9,276,800

95% complete

#### 6. John Gill Elementary School, Redwood City CA

Owner: Don Dias, Redwood City School District 555 Ave. Del Ora Redwood City CA 94062 (650) 423-2261

Architect: CAW Architects, 455 Lambert Ave. Palo Alto CA 94306 (650) 328-1818

Contract Value: \$10,628,000

5% complete

project owner's representative; (iv) the project architect's name, address, telephone number and contact person; (v) percent presently complete; and (vi) the current scheduled completion date. It is common for claims and disputes to arise in construction scheduled completion date. between contractors, however, any contractor to contractor disputes almost always get resolved immediately. We do not 4. **Performance History** have any claims or lawsuits with any Owners or Districts. Claims and lawsuits (if you answer yes to any of the following, you must attach details). 4.1 Have any lawsuits or other administrative, legal, arbitration or other proceedings, ever been brought or commenced against your organization or any of its principals, officers, or equity owners in connection with any construction contract or construction project? X Yes Has your organization ever filed a lawsuit or commended other administrative, 4.1.2 legal, or other proceedings in connection with any construction contract or construction project? see response above Are there any judgements, orders, decrees, or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees, or principals of your organization? Yes X No 4.2 Has your organization ever refused to sign a construction contract awarded to it? \_\_\_\_Yes\_ X No 4.3 Has your organization ever failed to complete a construction contract? Yes x No Has your organization ever been declared in default of a construction contract within 4.4 California within the past ten (10) years? \_\_\_\_Yes\_x No 4.5 Has any construction contract to which your organization has been or is a party to been terminated for the convenience of the project owner? Yes x No Has a claim or other demand ever been asserted against any Bid Bond, Performance 4.6 Bond, or Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid proposal for a construction contract?

Yes X No 4.7 Has your Firm or an Associated Firm or any of their owners or officers who owns ten percent (10%) or more equity interest of your organization been convicted of a crime under federal, state, or local law involving: bidding for, awarding of, or performance of a contract with a public entity; making a false claim(s) to any public entity; or fraud, theft, or other act of dishonesty to any contracting party within the past ten (10) years? Yes X No Has your organization or any predecessor to your organization been charged with a 4.8 violation of the California False Claims Act or similar federal statute within the past ten (10) years? \_\_\_\_ Yes \_x No

organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the project owner's name, name of the project owner's representative and the address and telephone number of the project owner and the

4.9	Has any individual or entity who owns ten percent (10%) or more of the equity interest of your organization been an equity owner of ten percent (10%) or more of the equity interest of any other entity or organization, within the past ten (10) years, which has been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years? Yes _X_ No
4.10	Has any individual or entity who owns ten percent (10%) or more of the equity interest of your organization been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years? YesX No
	If "YES" to any of the above questions, you will NOT qualify for this project.
4.11	Has your Firm contracted for and completed construction of a minimum of three (3) California community college, or other university or college (higher education) projects, each with a value of at least \$1,700,000, and all within the past seven (7) years? Yes No please see attached
5.0 Refer	rences MUST BE FILLED OUT TO QUALIFY (Include name, contact person, telephone, email, and address for each reference provided):
(415) 825 500	rade References (three (3) minimum) - Sean Brennan, 3708 Bayshore Blvd Brisbane CA 94005
(925) 691-074	Protection - Matt Deadrich, 710 West Stadium Lane, Sacramento, CA 95834
Dinelli Plumb (650) 372-945	ing - John Dinelli, 1160 Chess Drive Suite 5, Foster City, CA 94404
Pacific Power (707)-580-043	& Systems - Phil Jackson, 4970 Peabody Road, Fairfield, California 94533
Harry Hendric	rk California Bank of Commerce 1300 Clay Street, Suite 500 Oakland, CA 94612 (510) 457-3615 ks - Wells Fargo 2001 N Main St, Ste 410   Walnut Creek, CA 94596 8
5.3	Public Works Inspectors of Record (K-12 or community college project)
John Wong (2 Matt Brown (9	09) 298-8989 jwinspector@msn.com 925) 787-1328 matt_brown_202@hotmail.com (209) 324-1194 koryg24@att.net
5.4	Owner references (three (3) minimum, California K-12 school districts and/or California
	community college districts)
(925) 552-290	
(510) 681-95	en - Livermore Unified School District, 685 E Jack London Blvd, Livermore, CA 94551 nolsen@lvjusd.org

#### Q. 4.11

West Valley College is our most recent higher education project completed for the West Valley Community College District in 2018 and was valued at \$14,700,000. In past years we have worked also with Diablo Valley College and Contra Costa College District on higher education facilities. Our recent project list provided lists Public Works Projects Sausal Corporation has completed that are in the tens of millions of dollars in value. Please feel free to reach out to us or any Owner on the project list if you have any questions.

(Signature)

#### 6.0 Accuracy and Authority

The undersigned is duly authorized to execute this Statement of Bidders Qualifications under penalty of perjury on behalf of the Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Bidder's Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Bidder's Qualifications.

The undersigned declares and certifies that the responses to this Statement of Bidder's Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this day of	_2020 at_ <u>lo:公人</u> M
(City and State)	
I declare under penalty of perjury under Califo	rnia law that the foregoing is true and correct.

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## **BID BOND**

KNOW ALL MEN BY THESE PRESENTS th	at we,
Surety and	, as Principal, are jointly and severally, along
with their respective heirs, executors, administrator	s, successors and assigns, held and firmly bound
unto CHABOT-LAS POSITAS COMMUNITY COI	LLEGE DISTRICT, hereinafter "the Obligee," for
payment of the penal sum hereof in lawful money of herein.	of the United States, as more particularly set forth

#### THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as the BID NO.: B20/21-00 Temporary Faculty Village Project,

**WHEREAS**, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of **ten percent (10%)** of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, as set forth above.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefor, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to 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 Call for Bids, the Work to be performed thereunder, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

IN WITNESS WHEREOF, the Principle day of, 2020 by their duly auth	pal and Surety have executed this instrument this orized agents or representatives.
(Principal's Corporate Seal)	(Principal Name)
	Ву:
	(Typed or Printed Name)
	Title:
(Surety's Corporate Seal)	(Surety Name)
	By:(Signature of Surety)
(Attach Attorney-in-Fact Certificate)	(Typed or Printed Name)
	(Area Code and Telephone Number of Attorney-in-Fact for Surety)
Liee Reserved	Contact name, address, telephone number and emai address for notices to the Surety
	(Contact Name)
16	(Address)
V	(Telephone)
	(Email address)

#### BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, North American Specialty Insurance Company, as Surety and Sausal Corporation, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, hereinafter "the Obligee," for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

#### THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as the BID NO.: B20/21-00 Temporary Faculty Village Project,

**WHEREAS**, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of **ten percent (10%)** of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, as set forth above.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefor, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to 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 Call for Bids, the Work to be performed thereunder, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

affection of the	Sausal Corporation
Principal's Cc:porate (Seal)	(Principal Name)
E RECEIVE CONTRACTOR OF THE PROPERTY OF THE PR	Title:
Surety's Corporate Seal)	North American Specialty Insurance Company (Surety Name)
	By: John Sller (Signature of Surety)
Attach Attorney-in-Fact Certificate)	Jon Richard Sullivan, Attorney-in-Fact (Typed or Printed Name)
	( 415) 892-1080  (Area Code and Telephone Number of Attorney-in-Fact for Surety)
*	Contact name, address, telephone number and email address for notices to the Surety
	Joel Lee (Contact Name)
	100 Pine Street, Suite 2200, San Francisco, CA 94111
	415-834-2227 (Telephone)
	ioel lee@swissre.com

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 23rd

(Email address)

## **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.

Signature

validity of that document.					
State of California County of					
On November 23, 2020 before me, Karen Rhodes, Notary Public (insert name and title of the officer)					
personally appearedJon Richard Sullivan 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.  KAREN RHODES Notary Public – California					

Marin County
Commission # 2232757
My Comm. Expires Mar 1, 2022

#### SWISS RE CORPORATE SOLUTIONS

## NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY				
KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:  JON RICHARD SULLIVAN, KAREN RHODES, AND TAMMY BATES				
JOINTLY OR SEVERALLY				
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:  FIFTY MILLION (\$50,000,000.00) DOLLARS				
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9 <sup>th</sup> of May, 2012:				
"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is				
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."				
By  Steven P. Anderson, Senior Vice President of Washington International Insurance Company  & Senior Vice President of Washington International Insurance Company  Michael A. Ito, Senior Vice President of Washington International Insurance Company  & Senior Vice President of Washington International Insurance Company  & Senior Vice President of North American Specialty Insurance Company				
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17 day of JANUARY, 2018.				
North American Specialty Insurance Company Washington International Insurance Company				
State of Illinois County of Cook ss:				
On this 17 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.				
OFFICIAL SEAL  M. KENNY  Notary Public - State of Illinois My Commission Expires 12/04/2021  M. Kenny, Notary Public				
I, <u>Jeffrey Goldberg</u> , the duly elected <u>Assistant Secretary</u> of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.				
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this $\frac{23\text{rd}}{23\text{rd}}$ day of November , 20 $\frac{20}{3}$ .				

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

## **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.

validity of that document.					
State of California County of					
On November 30, 2020 before me, Kathy Bartlett / Notary Public (insert name and title of the officer)					
personally appeared, 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.  KATHY BARTLETT Notary Public - California Contra Costa County Commission # 2330172					
Signature Kally Battlett (Seal)					

#### CERTIFICATION OF PRE-BID SITE VISIT

The Honorable Board of Trustees
Chabot-Las Positas Community College District 7600
Dublin Blvd., 3<sup>rd</sup> Floor
Dublin, California 94568

RE: IFB Bid No. B20/21-00 - Las Positas College Temporary Faculty Village

Ladies and Gentlemen:

In connection with submitting a Bid Proposal for the Work described as IFB NO.: 20/21-00, Las Positas College Temporary Faculty village I visited the Site of the Work on Thursday, November 12, 2020, at Las Positas College, 3000 Campus Hill Drive, Livermore, California 94551 on behalf of:

SAUSAL CORP.

Bidder Name

to inspect the Site of the proposed work, which will be turned over to the Bidder, if awarded the Contract, in its present condition, with a representative of the Chabot-Las Positas Community College, in order to acquaint the Bidder with the proposed Work so that the Bidder fully understands the facilities, difficulties, and restrictions attendant to execution and completion of the Work. I have also reviewed on behalf of the Bidder, the as-built drawings and/or previous Contract Documents, site conditions and Bid Documents with District representatives and/or Contract Manager at Las Positas College.

I certify all conditions provided for my review and their effect on the Work as called for in the Contract Documents are included and accounted for in the Bid Proposal amounts submitted to the District.

I understand that a Bidder who fails to submit this Certification of Pre-Bid Site Visit, fully executed, with the Bidder's Bid Proposal form, will result in rejection of the Bid Proposal for non-responsiveness.

Dansal Lorp	
Name of Bidder	
Authorized Signatory	
3550 WILLOW PASS Rd.	
Concord, Ca. 94519	
(925) 568-2200 JTE SOUSALITE	ter
Phone Number	
11-12-2020	
Date	

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	DRUG-FREE WORKPLACE CERTIFICATION	
١.	Josh Ward , am the President	of
., _	(Title)  Ausa (Print Name)  (Title)  I declare, state, and certify to all of the following the follo	- 0.
_	(Contractor Name).	

- 1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
- 2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor 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 Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
  - B. Establishing a drug-free awareness program to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. Contractor's policy of maintaining a drug-free workplace;
    - iii. The availability of drug counseling, rehabilitation, and employee-assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations;
  - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
  - D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
- 3. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
- 4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at	this 13+6 day of Vov., 202
	(Signature)
# 	(Hantwritten or Typed Name)
BID NO.: B20/21-00 TEMPORARY FACULTY VILLAGE PROJECT LONG FORM (03-07 REV)	DRUG FREE WORKPLACE PAGE 42