

# AGENDA

PLACENTIA LIBRARY DISTRICT  
BOARD OF TRUSTEES  
DATE MEETING








SPECIAL MEETING  
March 5, 2019  
5:30 p.m.  
History Room

**Mission Statement:**

Placentia Library District provides lifelong learning and reading opportunities that inspire, open minds, and bring our community together.

**The Centennial Vision Statement:**

The Vision of the Trustees is intended to help celebrate the 100-year anniversary of the District.

-  We will be the place where the community “sees and experiences” the technical edge and premier programming.
-  We will renovate and expand our Library.
-  We will remain financially self-sufficient.
-  We will seek strong community support.
-  We will reach our community with an active marketing plan.
-  We will increase the percentage of our operating budget that supports establishing the premier collection in Orange County.
-  We will plan for maintaining our qualified and professional staff.

**AGENDA DESCRIPTIONS:** *The Agenda descriptions are intended to give members of the public notice and a general summary of items of business to be transacted or discussed. The Board may take any action which it deems to be appropriate on the Agenda and is not limited in any way by the notice of the recommended action.*

**REPORTS AND DOCUMENTATION:** *Reports and documentation relating to Agenda items are on file in the Administrative Office and the Reference Department of Placentia Library District, and are available for public inspection. A copy of the Agenda packet will be available for use during the Board Meetings. Any person having any question concerning any Agenda item may call the Library Director at 714-528-1925, Extension 200.*

**PLEDGE OF ALLEGIANCE**      Library Board President

**CALL TO ORDER**

1. Call to Order      Library Board President

2. Roll Call      Recorder

3. Adoption of Agenda

*This is the opportunity for Board members to delete items from the Agenda, to continue items, to re-order items, and to make additions pursuant to Government Code Section 54954.2(b).*

Presentation:      Library Director

Recommendation:      Adopt by Motion

4. Oral Communications

*Members of the public may address the Library Board of Trustees on any matter within the jurisdiction of the Board. Presentations by the public are limited to 5 minutes per person. Members of the public are also permitted to address the Library Board of Trustees on specific Agenda Items before and at the time that an Item is being considered by the Board. Action may not be taken on items not on the Agenda except in emergencies or as otherwise authorized. Reference: California Government Code Sections 54954.3, 54954.2(b).*

**NEW BUSINESS**

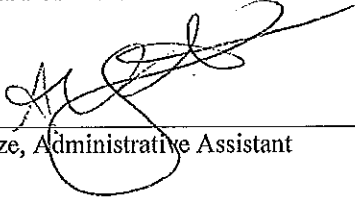
5. Award contract for the Library Renovation Project to Vincor Construction, Inc. as the lowest responsible bidder in the amount of \$1,194,213.73 and authorize the Board President to execute the contract.

**ADJOURNMENT**

6. Adjourn

\*\*\*\*\*CERTIFICATION OF POSTING\*\*\*\*\*

I, Alyssa Stolze, Administrative Assistant of the Placentia Library District, hereby certify that the Agenda for the March 5, 2019 Special Meeting Date Meeting of the Library Board of Trustees of the Placentia Library District was posted on March 1, 2019.

  
\_\_\_\_\_  
Alyssa Stolze, Administrative Assistant

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**PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES**

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**TO:** Library Board of Trustees  
**FROM:** Jeanette Contreras, Library Director  
**SUBJECT:** Library Renovation Project Proposals  
**DATE:** March 5, 2019

**BACKGROUND**

On November 13, 2018 the Library began a formal competitive bidding process for the renovation project. Three companies participated in the onsite walkthrough with library staff. On December 12, 2018, the Library completed the bidding process. One bid from Cal-City Construction was received, in the amount of \$1,469,100. At the December 18, 2018 Unusual Date Board meeting, the Board approved library staff to pursue a discussion of the budget with eMar Studio and Cal-City Construction for a total project not to exceed \$2.5 million in total. At the January 23, 2019 Unusual Date Board meeting, a decision was made to reject all bids and re-advertise the Request for Proposals (RFP) as the cost reductions proposed by Yamada Enterprise and Cal-City Construction would eliminate key service model component of the project.

The RFP was re-posted on the District's website, front entrance display case, and on Dodge Data & Analytics (construction and bidding website). Additionally, library staff received recommendations from other libraries and local chamber of commerce and followed through with an invitation to submit bids.

On February 28, 2019, the District received three proposals.

Attachment A is the Bid Tabulation.

Attachment B is the proposal from Alonco Construction, Inc. (\$1,099,898)

Attachment C is the proposal from Cal-City Construction, Inc. (\$1,198,880)

Attachment D is the proposal from Vincor Construction, Inc. (\$1,194,213.73)

State law requires the Library District to award the contract to the lowest responsible bidder; provided the bidder's bid is responsive to the request for bids. The Board of Trustees may waive minor variations in a bidder's bid, as long as such variations do not give the low bidder a competitive bidding advantage. In this case, the lowest bidder submitted a performance bond for only 36% of the bid price. The request for bids requires a performance bond at 100% of the bid price. Given that a 36% performance bond would be less expensive than one for 100%, the lowest bidder gained a competitive bidding advantage over the other bidders. In addition, it is routine for public agencies to require a performance bond at 100% of the

contract price to protect the public agency in the event the contractor awarded the bid does not perform. A 50% performance bond would not provide the Library District with that level of protection. Finally, the inability of a contractor to get a 100% bid bond can be, in some cases, evidence of the financial capability of the contractor. For the above reasons, staff's recommendation is that the Board of Trustees find that the lowest bid submitted by Alonco Construction, Inc. be found non-responsive and that the contract for the Library remodel be awarded to the second lowest bidder, Vincor Construction, Inc.

At the February 28, 2019 Board of Trustees meeting, it was authorized that the special meeting be continued to March 5, 2019. All bidders were notified on March 1, 2019 of the Board's decision and the upcoming March 5, 2019 meeting.

Fiscal Impact: \$1,194,213.73

**RECOMMENDATION**

Award contract for the Library Renovation Project to Vincor Construction, Inc. as the lowest responsible bidder in the amount of \$1,194,213.73 and authorize the Board President to execute the contract.

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**PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES**  
**AGENDA ITEM 5 ADDENDUM**

**March 5, 2019**

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The Library District has received a protest from Cal-City against the bid submitted by Vincor, the apparent lowest responsible bidder. The thrust of the Cal-City's protest is that Vincor failed to acknowledge that it received the two addendums modifying the contract documents and specifications to be bid upon. Cal-City notes that the addendum themselves state they are material to the bid and that failure to indicate receipt of the addendum is grounds for rejection. Cal-City further contends that without the acknowledgment, the Library cannot be confident that the bid price submitted by Vincor includes the work provide for in the two addendums.

The Library District staff, along with Legal Counsel David DeBerry, reviewed the Cal-City protest. The conclusion was that while Vincor did fail to acknowledge receipt of the two addendums on the Bid Form, the Library District did receive verification from Vincor prior to bid opening that it received the addendums. Per the attached declaration of Alyssa Stolze (Attachment A), the administrative assistant to the Library Director, Ms. Stolze states that she called all three bidders on February 6<sup>th</sup>, 2019, and February 26, 2019, for the purpose of ascertaining whether they had received Addendum 1 and Addendum 2, which were issued and e-mailed to the bidders, on those dates. Ms. Stolze states in her declaration, that all three bidders acknowledged receipt of both addendums. The purpose of the addendum acknowledgment was to ensure the addendums were received so that the bidders would consider them in submitting the bids. That purpose was served and fulfilled by Ms. Stolze e-mailing the addendums to each bidder and confirming receipt by way of a phone call.

Second, each addendum provides, "Please indicate your receipt of this Addendum in the space on the Bid Form." However, neither the bid form submitted by Cal-City or Vincor have a page where there is a space to acknowledge receipt of the addendums. It does not appear that such a form was provided in the bid documents. This, coupled with the fact that Vincor confirmed over the phone that it had received the addendums, is likely the reason a written acknowledgment was not received from Vincor. Also attached is Vincor's declaration (Attachment B) that it received and considered the bid addendums. However, given that this came after bids were opened, is not of significant evidentiary value in the Board's decision.

The Board may waive minor bid irregularities if it does not result in a competitive bidding advantage to any bidder. Given that Ms. Stolze independently verified with Vincor that it received the two addendums prior to bid opening, the failure to acknowledge receipt thereof on a non-existent bid form, does not result in any competitive bidding advantage to Vincor. The Board may waive this irregularity and award the contract to Vincor.

Cal-City submitted another reason for protesting the award to Vincor late Monday. The basis for this protest was that Cal-City exchanged e-mails with the Library District's Project Manager Erik

Mar, seeking clarification of the bid documents. However, Cal-City states these clarifications did not get incorporated into the addendums and as a result, Cal-City's bid was based on different information than Vincor's.

However, Cal-City's rationale only calls into question the validity of Cal-City's bid, it does not taint Vincor's bid. The bid package provided to the bidders provides in Section 9 in relevant part: "Any interpretation or correction of the Contract Documents and Specifications will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract document. No person is authorize to make any oral interpretation of any provision in the Contract Documents and Specifications to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation." In short, if it is not in the Contract Documents and Specifications or an addendum, it is not part of the work to be bid and a bidder cannot rely on it. If anything, Cal-City's second rationale for its bid protest calls into question the validity of Cal-City's bid, not Vincor's, since there is no evidence suggesting that Vincor relied on information other the Contract Documents and Specification or the addendums. To the extent any bidder relied on information provided in an e-mail, it did so at its own risk.

Attachment A is Alyssa Stolze's declaration.

Attachment B is Vincor Construction, Inc.'s declaration.



March 1, 2019

I, Alyssa Stolze, do declare that I contacted Alonco Construction, Inc., Cal-City Construction, Inc., and Vincor Construction, Inc. regarding Addendum 1 and 2 of the Placentia Library District Centennial Renovation Project on February 6<sup>th</sup>, 2019 and February 26<sup>th</sup>, 2019.

**BOARD OF TRUSTEES**

Gayle Carline  
President

Al Shkoler  
Secretary

Richard DeVecchio, Ed.D.  
Trustee

Jo-Anne Martin  
Trustee

Elizabeth Minter  
Trustee

Jeanette Contreras, M.L.S.  
Library Director

All bidders confirmed receipt of the verbal communication. Cal-City followed up with an email. See attached.

Alyssa Stolze  
Administrative Assistant

3/1/19

Date

**PLACENTIA LIBRARY DISTRICT**  
 411 E. Chapman Ave.  
 Placentia, CA 92870  
 Phone: 714-528-1925  
 administration@placentialibrary.org  
 www.placentialibrary.org



2651 Saturn Street  
Brea, CA 92821  
Tel - (714) 528-2900  
Fax - (714) 528-2901  
www.vincorinc.com

02/28/2019

Placentia Library District  
411 E. Chapman Ave.  
Placentia, CA 92870

RE: PLACENTIA MAIN LIBRARY - RENOVATION\_NO. PLD-2018-003

To whom it may concern,

Vincor Construction, Inc. acknowledges both Addendum listed below. We were aware of the changes as of February 26th, 2019 and confirm that they were included as part of our bid price.

- o Addendum No.: One (1), dated 02/06/2019
  - o Changes reflected in pricing per:
    - Div. 22 - Plumbing; and
    - Div. 26 - Electrical.
- o Addendum No.: Two (2), dated 02/25/2019
  - o Changes reflected in pricing per:
    - Div. 9 - Finishes;
    - Div. 10 - Furnishing; and
    - Div. 26 - Electrical.

Sincerely,

John Kang, Vice President

Vincor Construction, Inc.

Tel: (714) 528-2900

*Walk Through Dec 18*

*late bid*

*bid #2 Elec Parcel*

*Location of Parcel*

Vincor Construction, Inc.

SBA 8(a) Certified, Minority Owned, Small Disadvantaged Business





Bid Tabulation  
Placentia Library District Renovation  
2:00 p.m.

Contractor Name: Vincor Construction, Inc.  
Base Bid Price: 1,194,213.73  
Addendum Acknowledged: email confirmation  
Bid Form Complete/Signed: ✓  
Performance Bond Provided: ✓  
Subcontractor Listing: ✓

Contractor Name: Cal-City Construction, Inc.  
Base Bid Price: 1,198,880  
Addendum Acknowledged: email confirmation  
Bid Form Complete/Signed: ✓  
Performance Bond Provided: ✓  
Subcontractor Listing: ✓

Contractor Name: Alonco Construction, Inc.  
Base Bid Price: 1,099,898  
Addendum Acknowledged: email confirmation  
Bid Form Complete/Signed: ✓  
Performance Bond Provided: NO. See attachment.  
Subcontractor Listing: ✓

Contractor Name: \_\_\_\_\_  
Base Bid Price: \_\_\_\_\_  
Addendum Acknowledged: \_\_\_\_\_  
Bid Form Complete/Signed: \_\_\_\_\_  
Performance Bond Provided: \_\_\_\_\_  
Subcontractor Listing: \_\_\_\_\_

Contractor Name: \_\_\_\_\_  
Base Bid Price: \_\_\_\_\_  
Addendum Acknowledged: \_\_\_\_\_  
Bid Form Complete/Signed: \_\_\_\_\_  
Performance Bond Provided: \_\_\_\_\_  
Subcontractor Listing: \_\_\_\_\_

# **ALONCO Construction Inc.**

License No. 838808 Bonded and Insured  
2584 Fender Ave. unit H  
Fullerton, CA 92831

Lonny Davis

Phone 579-7660

Cell 818-321-3598

To: Placentia Library Board of Directors

Alonco Construction is a general contractor that is perfectly capable of performing the work required to complete the project at the Placentia Library at prevailing wage. Unfortunately, Alonco Construction is not able to obtain a bond equal to the amount of the contract. The max bonding achievable by Alonco Construction is \$400,000.00. Therefore, there is no bid bond or performance bond accompanying this attached bid. Alonco Construction is submitting without bonding and this explanation per my conversation with Jeanette Contreras.

This job could easily be done by setting up a proper payment schedule assuring payments are made as the work is completed and accepted by the library or city inspectors. The last two large projects Alonco Construction performed were done in this manner and without performance bonding. Also the cost of the bond would cost the library an additional \$30,000.00 for a bond covering the full amount of the project.

The only way Alonco Construction would be able to do this work with bonding would be to possibly split it up in three contracts in order for Alonco Construction to bond up.

If you have any questions regarding this matter please feel free to give me a call.

Sincerely,  
Lonny Davis  
Owner Alonco Construction  
818-321-3598



# ALONCO CONSTRUCTION Inc.

## CONSTRUCTION CONTRACT

### I. PARTIES

This Contract is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Placentia Library ("Owner") and Alonco Construction Inc. ("Contractor"). Owner and Contractor agree to the following:

#### Contractor

Name: Alonco Construction  
Address: 2584 Fender Avenue, Unit H, Fullerton, CA 92831  
Phone: (818) 321-3598  
Email: [aloncoconstruction@att.net](mailto:aloncoconstruction@att.net)  
License: 838808

#### Owner

Name: Placentia Library Interior Improvement project  
Address: 411 East Chapman Ave, Placentia, CA 92870  
Project Contact: Ms. Jeanette Contreras  
Project No.: PLD-2018-003  
Phone Number: 714-528-1906 ext. 203  
Email: [jcontreras@placentialibrary.org](mailto:jcontreras@placentialibrary.org)  
Date this contract was signed by Owner: \_\_\_/\_\_\_/\_\_\_

**You are entitled to a completely filled-in copy of this agreement, signed by both you and the contractor, before any work may be started.**

### II. APPROXIMATE START DATE

- A. Work under this agreement will begin any time after this contract is signed by Contractor and Owner.
- B. The Project will be considered substantially commenced when tools and materials arrive at the Job Site.

### III. APPROXIMATE COMPLETION DATE

- A. Work under this agreement will be Substantially Complete on or before 8/30/19

### VI. DESCRIPTION OF THE PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED

A. For a price identified below, Contractor agrees to complete the interior improvements specified below (identified as the Project in this agreement) for Owner.

**B. Description of the work, materials and equipment to be installed: PER DRAWING AND AS LISTED IN BID SCHEDULE**

**BID SCHEDULE:**

**DEMOLITION:** To include all interior demo as shown on plans, 6 restrooms, walls, ceilings, sawcutting of 3 new doorways in existing block walls, saw cutting of floors for electrical conduit and haul away of all debris from demo. \$84,106.00

**PLUMBING:** To include rough and finish plumbing at 6 restrooms, 1 drinking/water station near public restrooms, and new coffee bar area near entrance. **ESTIMATE FOR PLUMBING INCLUDES FIXTURES CALLED OUT ON DRAWINGS AT 6 RESTROOMS AND 1 DRINKING FOUNTAIN. ESTIMATE DOES NOT INCLUDE ANY EQUIPMENT FOR THE COFFEE BAR AREA. ALL COFFEE BAR EQUIPMENT AND INSTALLATION TO BE DONE BY OTHERS.** \$164,149.00

**STEEL STUD, DRYWALL AND T-BAR:** install new steel stud framing at passport area, study area, cafe plumbing wall, new storage areas and restrooms per plans. Install new drywall per plans taped, floated and prepped ready for paint. Install new T-bar ceilings at passport and 2 study rooms. Frame and install cloud at childrens area per plans. Estimate includes all material and labor. \$164,131.00

**ELECTRICAL:** To include rough and finish electrical and lighting at interior per plans. contract includes all material and labor per plans. **CONTRACT DOES NOT INCLUDE ANY STEEL CASE ELECTRICAL RISERS OR RAMPS CALLED OUT ON DRAWINGS TO BE PROVIDED BY OTHERS. DOES NOT INCLUDE ANY DATA LINES OR EMERGENCY LIGHTING OR MOVING THEFT PREVENTION DEVICE.** \$93,131.00

**MASONRY AT 3 DOORWAYS:** To include removal of all 1/2 blocks to achieve full block bond and keep aesthetic, install #5 rebar at 24" centers vertically and horizontally using Simpson Set 22 or equivalent, install new block to match existing as close as possible using type S mortar with tooled joints (**NOTE EXACT BLOCK MATCH IS NOT GURANTEED AND SALVAGING BLOCKS FROM NEW DOORWAYS TO BE SAW CUT IS HIGHLY UNLIKELY**) solid grout using 2,500 PSI. \$12,706.00

**FLOOR PATCHING :** To include patching of all floors in bathrooms and areas saw cut for electrical and plumbing. (**PLEASE NOTE THIS DOES NOT INCLUDE ANY UNFORESEEN CONDITONS FOUND IN OLD CONCRETE FLOORS AFTER FLOORING REMOVAL**) \$20,104.00

**NEW DOORS, REPLACEMENT HARDWARE AND STORE FRONT PARTITIONS:** To include new doors as called out in plans, retro fit of existing hardware as necessary on existing doors to meet ADA and installation of see through partitions at passport and study areas. \$139,631.00

**CHILDRENS AREA STAGE:** To include all material and labor to build elevated stage 16" high max below cloud in children's area \$19,943.00

**PAINTING, WINDOW FILM AND WALLPAPER:** To include all interior painting of walls, ceilings doors and frames, window film and wallpaper per plans. (**CONTRACT DOES NOT INCLUDE OFFICE AREA NOT IN SCOPE OF WORK**) \$80,268.00

**LIST OF SUB CONTRACTORS**

Kevin Ray Demolition	1027663	580 Explorer St. Brea, Ca 92821	Demolition
Cal Coast Plumbing	493848	1508 Ocean Ave. Seal Beach Ca 90740	Plumbing
RM Lore Drywall Inc.	836640	2572 Fender Ave. Fullerton, Ca 92831	Studs/Drywall
RLR Electric	648781	1710 Wisteria lane, brea Ca 92821	Electric
Precision	480634	27126 Paseo Espada San Juan Capistrano	Paint,paper
Penner Partitions	924223	3501 E. La Plama, Anaheim, Ca 92806	Partions Etc.
MDW	1028755	716 Mckeever Ave. Azusa Ca, 91702	Doors

All other work and materials to be purchased and installed by General Contractor

This agreement is entered into as of the date written below.

Owner Name: \_\_\_\_\_, Owner

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Signature) (Date)

Additional Owner Name (if applicable): \_\_\_\_\_, Owner

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Signature) (Date)

Contractor Name: \_\_\_\_\_, Contractor

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Printed Name and Title)

**ADDITIONAL TERMS AND CONDITIONS**

1. Terms and Conditions. These are the printed terms of the contract and are included as part of your agreement with Contractor. The terms are legally binding, please read carefully.
2. **LIABILITY LIMITATION.** Contractor makes the following express, limited warranty: Contractor will perform its work in a good and workmanlike manner; it will use the degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This warranty is in lieu of all other warranties or representations either express or implied. Should Contractor be found negligent in the performance of its work or to have made and breached any express or implied warranty, representation or contract, Owner agrees that the maximum aggregate amount of liability of Contractor shall be limited to \$25,000.00 or the total amount paid to Contract, whichever is greater.
3. Code Violations. Contractor is not responsible for existing violations of local building codes and/or ordinances.
4. Personal Guarantee: Whether the undersigned signs on behalf of an individual, sole proprietor, corporation, partnership, or other entity, the undersigned irrevocable and unconditionally personally guarantees payment for the Subject Work.
5. Assignment. Contractor has the right to assign or delegate rights and/or duties under this Contract, including without limitation any right to compensation under this Contract. Owner may delegate or assign duties under the Contract but shall remain personally liable for compensation to Contractor.
6. Attorneys' Fees. The prevailing party in any demand, action, judicial proceeding, motion or arbitration shall be entitled to recover from the unsuccessful party all costs, expenses, actual attorneys' fees and expert witness fees relating to and/or arising out of such demand or proceeding and/or arising out of any post-judgment proceeding. Any award or judgment shall contain a specific provision for the recovery of all subsequent costs, expenses, actual attorneys' fees and expert witness fees incurred in connection with any post-judgment collection action. Owner acknowledges that Contractor's damages shall include lost profits, overhead, incidental and consequential damages.
7. Hold Harmless Agreement. Contractor is not responsible for damage resulting from flood or fire, including but not limited to water, sewage, or smoke. Contractor shall not be liable for existing conditions, including, but not limited to water damage, smoke damage, fungi, mold, mildew, poor indoor air quality, sick building syndrome, asbestos, biological or chemical hazards, latent defects, prior flooding and structural problems. Contractor in no way will be held liable for natural consequences of flooding, fire, mechanical malfunction or interferences of work by any other entity or party involved. Contractor is not responsible or liable for any persons or animals that remain at the premises or in the structure during work. Owner agrees to indemnify and hold Contractor harmless and agrees, at its own expense, to defend any suit or action brought against Contractor founded on or arising out of such damages, conditions or claims.
8. Stop Work. Should Owner fail to issue payment within 5 days of a demand, notice or invoice from Contractor, in addition to all other remedies available, may stop work and/or terminate the contract and enter the premises and remove any portion of or all materials or goods installed or affixed to the Property as part of the Subject Work so long as the removal does not substantially interfere with materials or goods not part of the Subject Work.
9. Schedule of Progress Payments. Owner will provide progress payment for the value of each scope of work within 5 days after notice that the respective scope of work is completed. The Progress Payment

will be for the amount as outlined in the respective schedule of progress payments, which describes the phase of work and the amount owed.

10. **Note About Extra Work And Change Orders.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. Further, Owner acknowledges and agrees that in performance of the Project changes may be made at any given day and, for efficiency and time sensitivity, may be performed before a change order is written and executed. Owner specifically agrees to execute, within 24 hours, any change order presented by Contractor. If Owner disputes the change order, or any portion thereof, they must immediately, but in no event more than 24 hours after receipt, inform the Contractor in writing of the dispute and Contractor shall have the right to immediately cease work until such change order is resolved or stop work under section 8 above. Any time period wherein Contractor stops work, consistent with the terms of this agreement, will automatically extend the completion deadline for the same amount of days that work is stopped plus an additional 2 days in order for Contractor to recommence scheduling of the work.

11. **Commercial General Liability Insurance (CGL).** Contractor carries commercial general liability insurance as of the date of this contract.

12. **Workers' Compensation Insurance.** Contractor carries workers' compensation insurance for all its employees.

13. **Mechanics Lien Warning.** Anyone who helps improve your property but who is not paid may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. **BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. **PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. **PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's website at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 1-800-321-CSLB (2752). Remember, if you do nothing, you risk having a lien placed on your home. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

14. **THREE-DAY RIGHT TO CANCEL.** You, the Owner, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor, or sign and return the signed Three Day Right to Cancel Notice appended included in this agreement at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice. If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

15. **INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB).** CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information visit [www.cslb.ca.gov](http://www.cslb.ca.gov), call 800-321-CSLB(2752), write CSLB, PO Box 26000, Sacramento, CA 95826.

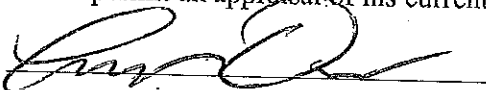


EXPERIENCE STATEMENT

To be responsive, the bidder must list below a minimum of two public agencies for which bidder has constructed from the ground up, civic, community/publicly oriented type buildings, or substantial gut rehabilitation/renovation of two civic, community/publicly oriented type buildings, or a combination thereof performed within California, within the past ten years. Only projects in excess of \$1 million each qualify as similar for this Project. Listed projects shall have included at least three of the following items: low voltage systems, interior acoustical treatments, prefabricated furniture or shelving systems, custom millwork, relocation or construction of architectural and/or structural walls, new finishes (carpet, tile, paint) and/or utility stub outs/feeds.

1. Project Title TECHNIP  
Contract Amount \$ 700,000.00  
Type of Work TENANT IMPROVEMENT  
Client KACK  
Agency Project Manager George Phone 818-519-5235  
Date Completed 7/15 % Subcontracted 60
  
2. Project Title KACK  
Contract Amount \$512,000  
Type of Work CORK AND SHUJI  
Client KACK  
Agency Project Manager George Phone 818-519-5235  
Date Completed 7/15 % Subcontracted 60
  
3. Project Title PLACENTIA LIBRARY  
Contract Amount \$ 150,000  
Type of Work RENOVATION  
Client JEANETTE CONTRERAS  
Agency Project Manager JEANETTE Phone 714-524-9597  
Date Completed 8/14 % Subcontracted 20

NOTE: If requested by the District, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature 

Bidder qualifications called for to be submitted at time of bid include, but are not necessarily limited to:

1. The Contractor shall have held a California Contractors License for a minimum of five (5) continuous years prior to the bid opening date for this Project. The license used to satisfy this requirement shall be of same type required by the contract.
  2. License classification shall be as required by the contract specifications.
  3. The Contractor shall perform at least 50% of the contract price with its own forces.
16. **LISTING SUBCONTRACTORS:** Each bidder shall submit a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Government Code Section 4100 and following). Forms for this purpose are furnished with the contract documents. The name and location of business of any subcontractor who will perform work exceeding 1/2 of 1% of the prime contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater, must be submitted with the bid. Any other information regarding the foregoing subcontractors that is required by District to be submitted may be submitted with the bid, or may be submitted to District up to 24 hours after the deadline established herein for receipt of bids. The additional information must be submitted by the bidder to the same address and in the same form applicable to the initial submission of bid.
17. **WORKER'S COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure the payment of compensation to his employees. The Contractor shall sign and file with the District the following certificate prior to performing the work under the contract: **"I am aware of the provisions of Section 3700 of the Labor Code which require 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."** The form of such certificate is included as part of these Contract Documents and Specifications.
18. **BID DEPOSIT RETURN:** Deposits of three or more low bidders, the number being at the discretion of the District, will be held for ninety (90) days or until posting by the successful bidder of the Bonds required and return of executed copies of the contract, whichever first occurs, at which time the deposits will be returned after consideration of the bids.
19. **EXECUTION OF CONTRACT:** The bidder to whom award is made shall execute a written contract with the District in substantial form to the agreement form provided herein, and shall secure all insurance and bonds as herein provided within ten (10) days from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the forfeiture of the bid guarantee.

If the successful bidder refuses or fails to execute the contract, the District may award the contract to the next lowest responsible bidder or re-advertise. On the failure or refusal of the lowest responsible bidder or next lowest responsible bidder to execute the contract, such bidder's guarantees shall be likewise forfeited to the District.

20. "OR EQUAL": Pursuant to Division 5, Chapter 4, Article 4 (commencing at Section 4380) Government Code, all Specifications shall be deemed to include the words "or equal", provided however that permissible exceptions hereto shall be specifically noted in the Specifications.
21. EMPLOYMENT OF APPRENTICES: The Contractor and all subcontractors shall comply with the provisions in Sections 1777.5, (Chapter 1411, Statutes of 1968), and 1777.6 of the California Labor Code concerning the employment of apprentices. The Contractor and any subcontractor shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.
22. EVIDENCE OF RESPONSIBILITY: Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources and construction experience.
23. WAGE RATES: The Contractor and/or subcontractor shall pay wages as indicated in the "Notice Inviting Sealed Bids" section of the Contract Documents and Specifications. The Contractor shall forfeit as penalty to the District, two hundred dollars (\$200.00) for laborers, workmen, or mechanics employed for each calendar day, or portion thereof, if such laborer, workman or mechanic employed is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of Labor Code, and in particular, Sections 1770 to 1781 inclusive. Copies of all collective bargaining agreements relating to the work as set forth in the aforementioned Labor Code are on file with the Department of Industrial Relations, Division of Labor Statistics and Research.
24. PERMITS, FEES AND LICENSES: The Contractor shall possess a valid business license as required by the City of Placentia, prior to the issuance of the first payment made under this Contract.
25. TIME OF COMPLETION AND LIQUIDATED DAMAGES: Bidder must agree to commence work on or before the date of written "Notice to Proceed" of the District and to fully complete the Project within one hundred fifty-four (154) calendar days thereafter. Contractor must agree also to pay as liquidated damages, the sum of one thousand two hundred dollars (\$1,200) for each calendar day thereafter that it fails to complete the work.
26. CLAIMS FILING AND PROCESSING: The District and Contractor agree to attempt to orally resolve any disputes which may give rise to a claim (hereafter, "Claim") that falls within the definition of Public Contract Code section 9204 (hereafter, "Section 9204"). If these efforts are unsuccessful, the District and Contractor shall process the Claim in accordance with Section 9204. In summary, if the Contractor decides to submit a Claim to the District, it shall be sent by registered or certified mail, return receipt requested, together with reasonable documentation to support the Claim. A Claim may include a Claim by a subcontractor or a lower tier subcontractor meeting the requirements of Section 9204(d)(5). Within 45 days of receipt of the Claim, or any extension thereof agreed upon by the District and the Contractor, the District will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Payment of any undisputed portion of the Claim shall be made within 60 days after the District issues its written statement. If the District does not provide a written statement within the time specified, the Claim shall be deemed rejected.

If the Contractor disputes the District's written statement or if the Claim is deemed rejected, the Contractor may demand in writing by registered or certified mail to the District, return receipt requested, an informal conference to meet and confer in an effort to settle the disputed portion of any Claim. Within 30 days of receipt of such written demand, the District shall schedule a meet and confer conference.

If any portion of the Claim remains in dispute after the conference, the District shall, within 10 District business days of the conclusion of the conference, provide the Contractor with a written statement identifying any portion that remains in dispute and any portion that is undisputed. Payment of any undisputed portion shall be made within 60 days after the District issues its written statement. Any remaining disputed portion shall be submitted to nonbinding mediation in accordance with Section 9204(c)(2)(B), unless the Contractor and District waive the mediation upon mutual written agreement.

**BIDDER'S BID  
PLACENTIA LIBRARY DISTRICT  
LIBRARY INTERIOR IMPROVEMENT PROJECT**

**DISTRICT PROJECT NO. PLD-2018-003**

Date \_\_\_\_\_, 2018

To the Board of Directors of the Placentia Library District:

The Undersigned hereby declares:

- (a) That the only persons or parties interested in this bid as principals are the following:

ALONCO CONSTRUCTION INC.  
PRESIDENT, SECRETARY, TREASURER  
LONNY DAVIS

(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name, under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.)

- (b) That this bid is made without collusion with any person, firm or corporation.
- (c) That he has carefully examined the location of the proposed work and has familiarized himself with all of the physical and climatic conditions, and makes this bid solely upon his own knowledge.
- (d) That by submitting this Bidder's Bid, he acknowledges receipt and knowledge of the contents of those communications sent by the Placentia Library District to him at the address furnished by him to the Placentia Library District when this bid form was obtained.
- (e) That he has carefully examined the specifications, both general and detail, and the drawings attached hereto, and communications sent to him as aforesaid, and makes this bid in accordance therewith.
- (f) That, if this bid is accepted he will enter into a written contract for the performance of the proposed work with the Placentia Library District.
- (g) That he proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are estimates and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this bid is a certified or cashier's check or bidder's bond, payable to the order of the Placentia Library District in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

*SEE EXPLANATION*

Said bidder's bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in this state.

It is understood and agreed that should the bidder fail within ten (10) days after award of contract to enter into the contract and furnish acceptable surety bonds, then the proceeds of said check, or bidder's bond, shall become the property of the Placentia Library District; but if the contract is entered into and said bonds are furnished, or if the bid is not accepted then said check shall be returned to the undersigned, or the bidder will be released from the bidder's bond.

*SRE EXPLANATION*

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Telephone of Bidder

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Signature of Bidder

BID SCHEDULE

PLACENTIA LIBRARY DISTRICT  
CONTRACT DOCUMENTS AND SPECIFICATIONS  
LIBRARY INTERIOR IMPROVEMENT PROJECT

DISTRICT PROJECT NO. PLD-2018-003

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION WRITTEN IN WORDS	UNIT PRICE	AMOUNT
1			<i>SEE ATTACHED CONTRACT</i>		
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					

**MANDATORY BID SCHEDULE ITEMS:  
TOTAL AMOUNT BID (IN FIGURES)→**

TOTAL AMOUNT BID, SCHEDULE (WRITTEN IN WORDS): ONE million,  
NINETY NINE THOUSAND, EIGHT HUNDRED NINETY EIGHT  
DOLLARS

**Bid Schedule Note:** Bid Price indicated refers to all items illustrated on the plans and details, and delineated within the specifications installed and completely in place with all applicable portions of the construction documents and include all costs connected with such items including, but to necessarily limited to, materials, transportation, taxes, insurance, labor, overhead, and profit, for Contractor and Subcontractors.

All work called for on the Contract Documents and Specifications are to provide a completed Project with all systems operating properly and ready for use.

*SEE EXPLANATION*

Accompanying this bid is \_\_\_\_\_  
(Insert "\$ \_\_\_\_\_ cash", "cashier's check", "certified check", or "bidder's bond" as the case may be) in the amount equal to at least ten percent (10%) of the total bid.

The undersigned further agrees that in case of default in executing the required contract, with necessary bond, within ten (10) days, not including Sundays and legal holidays, after having received notice that the contract has been awarded and ready for signature, the proceeds of the security accompanying his bid shall become the property of the Placentia Library District, and this bid and the acceptance thereof may be considered null and void.

ALONCO CONSTRUCTION INC. *[Signature]* 2/28/19  
NAME OF BIDDER (PRINT) SIGNATURE DATE

2504 FREDERICK AVE UNIT H  
ADDRESS

FULLERTON, CA 92831 818-321-3598  
CITY ZIP CODE TELEPHONE

838808 B1  
STATE CONTRACTOR LICENSE NO. AND CLASSIFICATION

I declare under penalty of perjury of the laws of the State of California that the representations made herein are true and correct in accordance with the requirements of California Business and Professional Code Section 7028.15.

*[Signature]*  
CONTRACTOR SIGNATURE OR AUTHORIZED OFFICER



**LIST OF SUBCONTRACTORS \***

BID OPENING DATE December 6, 2018

PROJECT: LIBRARY INTERIOR IMPROVEMENT

PROJECT NO.: PLD-2018-003

LOCATION: 411 East Chapman Avenue, Placentia, CA 92870

CLIENT: PLACENTIA LIBRARY DISTRICT

CONTRACTOR \_\_\_\_\_

Name Under Which Subcontractor is Licensed	License No.	Address of Office, Mail, Or Shop	Percent of Total Contract	Specific Description of Subcontract
<i>SEE CONTRACT ATTACHED</i>				


\*In compliance with the provisions of Public Contract Code Section 4104, the undersigned bidder herewith sets forth the name, location of the place of business, and California contractor license of each subcontractor – who will perform work or labor or render service to the Prime Contractor, specially fabricates and installs a portion of the work or improvement necessary to complete construction contained in the plans and specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor’s total base bid amount or ten thousand (\$10,000.00), whichever is greater, and the portion of the work which will be done by each subcontractor.

**DECLARATION OF ELIGIBILITY TO CONTRACT**  
Labor Code Section 1777.1; Public Contract Code Section 6109

The undersigned, a duly authorized representative of the Contractor, certifies and declares that:

1. The Contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The Contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1777.1 or 1777.7 of the California Labor Code or another provision of law.
3. The Contractor is aware of California Public Contract Code Section 6109, which states:
  - (a) A public entity, as defined in Section 1100 of the [Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
  - (b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
4. The Contractor has investigated the eligibility of each and every subcontractor the Contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code Sections 1777.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this day of FEBRUARY 28, 2019, at FOLKLETON (place of execution).

  
\_\_\_\_\_  
Signature  
Name:  
Title:  
Name of Contractor:  
ALONCO CONSTRUCTION

**BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE**

In accordance with Government Code Section 14310.5 and in conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

**QUESTIONNAIRE**

Has the Bidder, any officer, principal or employee of the Bidder who has a proprietary interest in the business of the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state or local government project because of violation of law or a safety regulation?

YES: \_\_\_\_\_

NO     X    

If the answer is yes, explain the circumstances in the following space:

**STATEMENT**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

**NOTE:** The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Project Identification PLD-2018-003

Bid Date \_\_\_\_\_

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporation or individual bidder. The bidder may attach any additional information or explanation of data, which he would like, taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

ITEM	5 CALENDAR YEARS PRIOR TO CURRENT YEAR						CURRENT YEAR
	2011	2012	2013	2014	2015	TOTAL	
No. of Contracts							
Total dollar amount of contracts (in 1,000's)							
No. of lost workday cases							
No. of lost work day cases involving permanent transfer to another job or termination of employment							
No. of lost workdays	0	0	0	0	0	0	0

\*The information required for this item is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary - Occupational Injuries and Illnesses, OSHA No. 102.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of these records.

ALONCO CONSTRUCTION  
 Name of Bidder (Print)  
2584 FORTER AVE # 11  
 Address  
FORTER 92831  
 City Zip Code  
[Signature]  
 Signature  
938809 01  
 State Contractor's Lic. No. & Class  
 Telephone

N/A

**AFFIDAVIT FOR CO-PARTNERSHIP FIRM**

STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF LOS ANGELES    )

\_\_\_\_\_, being first duly sworn, deposes and says:

That he is a member of the co-partnership firm designated as

\_\_\_\_\_

which is the party making the foregoing bid or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Placentia Library District or any person interested in the proposed contract, for himself or for any other person.

That he has been and is duly vested with authority to make and sign instruments for the co-partnership by

\_\_\_\_\_  
\_\_\_\_\_

who constitute the other members of the co-partnership.

\_\_\_\_\_  
Signature

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        )  
  ) ss.  
COUNTY OF LOS ANGELES    )

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Signature of Officer Administering Oath

(seal)

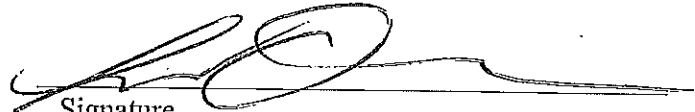
AFFIDAVIT FOR CORPORATE BIDDER

STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF LOS ANGELES    )

LOWNY DAVIS, being first duly sworn, deposes and says:

That he is PRESIDENT  
of, ALANCO CONSTRUCTION INC

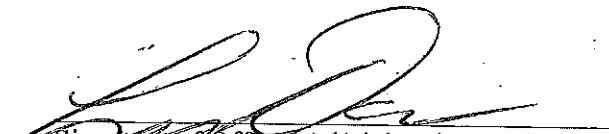
a corporation which is the party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Placentia Library District or any person interested in the proposed contract, for himself or for any other person.

  
Signature

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        )  
  ) ss.  
COUNTY OF LOS ANGELES    )

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

  
Signature of Officer Administering Oath


(seal)

**AFFIDAVIT FOR INDIVIDUAL BIDDER**

STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF LOS ANGELES    )

LARRY DAVIS, being first duly sworn, deposes and says:

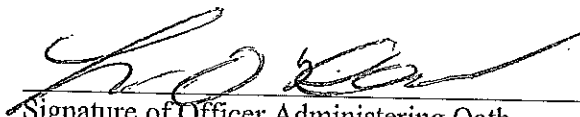
ALWCO  
That he is the party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Placentia Library District or any person interested in the proposed contract, for himself or for any other person.

  
\_\_\_\_\_  
Signature

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        )  
  ) ss.  
COUNTY OF LOS ANGELES    )

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

  
\_\_\_\_\_  
Signature of Officer Administering Oath

(seal)

**AFFIDAVIT FOR JOINT VENTURE**

STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF LOS ANGELES    )

*N/A*

\_\_\_\_\_, being first duly sworn, deposes and says:

That he \_\_\_\_\_

of, \_\_\_\_\_

one of the parties submitting the foregoing bid as a joint venture and that he has been and is duly vested with the authority to make and sign instruments for and on behalf of the parties making said bid who are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Placentia Library District or any person interested in the proposed contract, for himself or for any other person.

\_\_\_\_\_  
Signature

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        )  
  ) ss.  
COUNTY OF LOS ANGELES    )

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Signature of Officer Administering Oath

(seal)

BOND No. \_\_\_\_\_



**FAITHFUL PERFORMANCE BOND**

*SEE EXPLANATION*

KNOW ALL PERSONS BY THESE PRESENTS that, WHEREAS the Placentia Library District ("District"), has awarded to \_\_\_\_\_

\_\_\_\_\_  
*(Name and address of Contractor)*

("Principal"), a contract (the "Contract") for the work described as follows: Library Interior Improvement Project, Project No.: PLD-2018-003.

WHEREAS, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

\_\_\_\_\_  
*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto District in the

penal sum of \_\_\_\_\_

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), this amount being not less than the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her, or its, heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless District, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The District is the principal beneficiary of this bond and has rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

"Principal"

"Surety"

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

APPROVED AS TO SURETY AND  
PRINCIPAL AMOUNT

By: \_\_\_\_\_  
Insurance Administrator

BOND No. \_\_\_\_\_

**PAYMENT BOND  
(LABOR AND MATERIAL)**

KNOW ALL PERSONS BY THESE PRESENTS that, WHEREAS the Placentia Library District Bar ("District"), has awarded to \_\_\_\_\_

\_\_\_\_\_  
*(Name and address of Contractor)*

("Principal"), a contract (the "Contract") for the work described as follows: Library Interior Improvement Project, Project No.: PLD-2018-003.

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

\_\_\_\_\_  
*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto District in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars(\$ \_\_\_\_\_), this amount being not less than one hundred (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void. This bond shall insure to the benefit of any of their persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set

*SEE EXPLANATION*

forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated \_\_\_\_\_

"Principal"

"Surety"

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

*Notary*

*Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

APPROVED AS TO SURETY AND  
PRINCIPAL AMOUNT

By: \_\_\_\_\_  
Insurance Administrator

BOND No. \_\_\_\_\_

*SPR EXPLANATION*  
**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that,

WHEREAS, the Placentia Library District ("District"), has issued an invitation for bids for the work described as follows: Library Interior Improvement Project, Project No.: PLD-2018-003

WHEREAS \_\_\_\_\_

*(Name and address of Bidder)*

("Principal"), desires to submit a bid to the District for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto District in the penal sum of \_\_\_\_\_

Dollars(\$ \_\_\_\_\_), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a contract for the work by District and within the time and in the manner required by the bidding specifications, entered into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by District in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being

hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

"Principal"

"Surety"

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

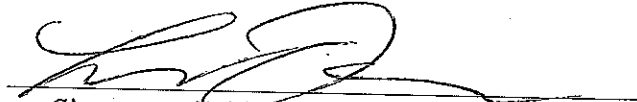
Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

NON-COLLUSION AFFIDAVIT

TO: THE PLACENTIA LIBRARY DISTRICT:

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

Lenny Davis, being first duly sworn, deposes and says that he or she is of Advanced Const., 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 another 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 or 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.

  
Signature of Bidder

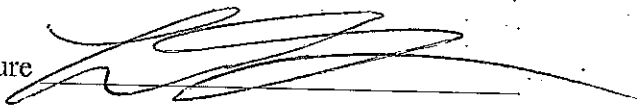
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature



## PART II

### GENERAL PROVISIONS FOR LIBRARY INTERIOR IMPROVEMENT PROJECT DISTRICT PROJECT NO. PLD-2018-003

1. GENERAL CONDITIONS

All work shall be done in accordance with the Contract Documents and Specifications for Project No.: PLD-2018-003.

2. AWARD AND EXECUTION OF CONTRACT.

- (a) Examination of Plans, Specifications, General Provisions, and Site of Work: The bidder is required to examine carefully the site, its bid, and the Contract Documents and Specifications for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, including all installations and utilities, whether underground, surface or overhead, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions and the Contract. It is mutually agreed that submission of a bid shall be considered prima facie evidence that the bidder has made such examination.
- (b) Bid Form: All bids must be made upon forms obtained from the District from its website or at Placentia Library District 411 East Chapman Avenue, Placentia, California. All bids must give the prices proposed, both in writing and figures, and must be signed by the bidder, and his address shown. If the bid is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the bid must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer.
- (c) Rejection of Bids Containing Alterations, Erasures or Irregularities: Bids may be rejected if they show any alterations or form additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.



**BIDDER'S BID  
PLACENTIA LIBRARY DISTRICT  
LIBRARY INTERIOR IMPROVEMENT PROJECT**

**DISTRICT PROJECT NO. PLD-2018-003**

Date February 28, 2019, ~~2018~~

To the Board of Directors of the Placentia Library District:

The Undersigned hereby declares:

- (a) That the only persons or parties interested in this bid as principals are the following:

Cal-City Construction, Inc.

Woo S. Lim, President

(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name, under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.)

- (b) That this bid is made without collusion with any person, firm or corporation.
- (c) That he has carefully examined the location of the proposed work and has familiarized himself with all of the physical and climatic conditions, and makes this bid solely upon his own knowledge.
- (d) That by submitting this Bidder's Bid, he acknowledges receipt and knowledge of the contents of those communications sent by the Placentia Library District to him at the address furnished by him to the Placentia Library District when this bid form was obtained.
- (e) That he has carefully examined the specifications, both general and detail, and the drawings attached hereto, and communications sent to him as aforesaid, and makes this bid in accordance therewith.
- (f) That, if this bid is accepted he will enter into a written contract for the performance of the proposed work with the Placentia Library District.
- (g) That he proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are estimates and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this bid is a certified or cashier's check or bidder's bond, payable to the order of the Placentia Library District in the sum of TEN PERCENT OF AMOUNT BID DOLLARS (\$ 10 % OF AMOUNT BID).



BID SCHEDULE

PLACENTIA LIBRARY DISTRICT  
CONTRACT DOCUMENTS AND SPECIFICATIONS  
LIBRARY INTERIOR IMPROVEMENT PROJECT

DISTRICT PROJECT NO. PLD-2018-003

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION WRITTEN IN WORDS	UNIT PRICE	AMOUNT
1	1	LS	DIVISION 1 General Requirements		199,200
2	1	LS	Div. 2. site work		61,500
3	1	LS	Div. 3. Concrete		38,800
4	1	LS	Div. 5. Metals		29,000
5	1	LS	Div. 6. Wood & Plastic		40,000
6	1	LS	Div. 7. Thermal/Insulation		10,000
7	1	LS	Div. 8. Door & Window		52,000
8	1	LS	Div. 9. Finishes		262,120
9	1	LS	Div. 10. Specialties		60,630
10	1	LS	Div. 15. Mechanical		105,800
11	1	LS	Div 16. Electrical		146,600
12	1	LS	Overhead / profit		195,930
13	1	LS	Insurance & Bond		17,300
14					

W5L

**MANDATORY BID SCHEDULE ITEMS:**

**TOTAL AMOUNT BID (IN FIGURES)→**

1,198,880

**TOTAL AMOUNT BID, SCHEDULE (WRITTEN IN WORDS):** One million

one hundred ninety-eight thousand eight hundred eighty dollars

**Bid Schedule Note:** Bid Price indicated refers to all items illustrated on the plans and details, and delineated within the specifications installed and completely in place with all applicable portions of the construction documents and include all costs connected with such items including, but to necessarily limited to, materials, transportation, taxes, insurance, labor, overhead, and profit, for Contractor and Subcontractors.

All work called for on the Contract Documents and Specifications are to provide a completed Project with all systems operating properly and ready for use.

Accompanying this bid is A BIDDERS BOND  
(Insert "\$ 10 % OF AMOUNT BID cash", "cashier's check", "certified check", or "bidder's bond" as the case may be) in the amount equal to at least ten percent (10%) of the total bid.

The undersigned further agrees that in case of default in executing the required contract, with necessary bond, within ten (10) days, not including Sundays and legal holidays, after having received notice that the contract has been awarded and ready for signature, the proceeds of the security accompanying his bid shall become the property of the Placentia Library District, and this bid and the acceptance thereof may be considered null and void.

Cal-City Construction, Inc.		02/15/2019
NAME OF BIDDER (PRINT)	SIGNATURE	DATE

16605 Norwalk Blvd.

ADDRESS

Cerritos , CA	90703	(562)404-4820
CITY	ZIP CODE	TELEPHONE

Lic # 539265 Classification A, B, C-8, C36 and HAZ

STATE CONTRACTOR LICENSE NO. AND CLASSIFICATION

I declare under penalty of perjury of the laws of the State of California that the representations made herein are true and correct in accordance with the requirements of California Business and Professional Code Section 7028.15.



CONTRACTOR SIGNATURE OR AUTHORIZED OFFICER

LIST OF SUBCONTRACTORS \*

FEBRUARY 28, 2019 <sup>USL</sup> Page 42

~~February 15, 2019~~

BID OPENING DATE ~~December 6, 2018~~

PROJECT: LIBRARY INTERIOR IMPROVEMENT

PROJECT NO.: PLD-2018-003

LOCATION: 411 East Chapman Avenue, Placentia, CA 92870

CLIENT: PLACENTIA LIBRARY DISTRICT

CONTRACTOR CAL-CITY CONSTRUCTION, INC.

Name Under Which Subcontractor is Licensed	License No.	Address of Office, Mail, Or Shop	Percent of Total Contract	Specific Description of Subcontract
HORIZONS CONSTRUCTION COMPANY INTERNATIONAL	825022	432 W MEATS AVE ORANGE, CA 92865	3.24	Concrete
				Masonry
D 2 S CONTRACTOR	932353	13825 ARTESIA BLVD CERRITOS, CA 90703	9.69	Drywall, Metal Stud
				Metals, Framing
				Windows, Doors
United Painting & Maintenance	748254	1732 W. 22nd Street Los Angeles, CA 90007	3.32	Painting
J N J Tile Co	665139	9713 Orange Terr Pico Rivera, CA 90660	3.13	Tiling
Braille Signs	682485	16782 Von Karman Avenue #30 Irvine, CA 92606	2.53	Signage

USL

\*In compliance with the provisions of Public Contract Code Section 4104, the undersigned bidder herewith sets forth the name, location of the place of business, and California contractor license of each subcontractor – who will perform work or labor or render service to the Prime Contractor, specially fabricates and installs a portion of the work or improvement necessary to complete construction contained in the plans and specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total base bid amount or ten thousand (\$10,000.00), whichever is greater, and the portion of the work which will be done by each subcontractor.

LIST OF SUBCONTRACTORS \*

~~February 23, 2019~~ Page 43

~~February 15, 2019~~

BID OPENING DATE ~~December 6, 2018~~

PROJECT: LIBRARY INTERIOR IMPROVEMENT PROJECT NO.: PLD-2018-003

LOCATION: 411 East Chapman Avenue, Placentia, CA 92870

CLIENT: PLACENTIA LIBRARY DISTRICT

CONTRACTOR CAL-CITY CONSTRUCTION, INC.

Name Under Which Subcontractor is Licensed	License No.	Address of Office, Mail, Or Shop	Percent of Total Contract	Specific Description of Subcontract
Janus Corporation	572682	229 N CALIFORNIA AVE CITY OF INDUSTRY, CA 91744	2.70	Demolition
<i>Service West</i>	<i>570176</i>	<i>2054 Burroughs Ave San Leandro, CA 94577</i>	<i>1.44</i>	Toilet Partition Toilet Accessories
Hot Tech Contactor	924141	17525 E. Rosecrans Ave #210 Paramount, CA 90723	0.25	HVAC
S K Pacific Elecon	693417	18911 ALEXANDER AVENUE CERRITOS, CA 90703	0.47	Electrical
Blue line	642257	2318 Teasley St. La Crescenta, CA 91214	0.07	Plumbing
ABC Resources	538680	1527 West State Street Ontario, CA 91762	0.63	Striping

*WSL*

\*In compliance with the provisions of Public Contract Code Section 4104, the undersigned bidder herewith sets forth the name, location of the place of business, and California contractor license of each subcontractor – who will perform work or labor or render service to the Prime Contractor, specially fabricates and installs a portion of the work or improvement necessary to complete construction contained in the plans and specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor’s total base bid amount or ten thousand (\$10,000.00), whichever is greater, and the portion of the work which will be done by each subcontractor.

LIST OF SUBCONTRACTORS \*

FEBRUARY 28, 2018 Page 44

February 15, 2019

BID OPENING DATE December 6, 2018

PROJECT: LIBRARY INTERIOR IMPROVEMENT

PROJECT NO.: PLD-2018-003

LOCATION: 411 East Chapman Avenue, Placentia, CA 92870

CLIENT: PLACENTIA LIBRARY DISTRICT

CONTRACTOR CAL-CITY CONSTRUCTION, INC.

Name Under Which Subcontractor is Licensed	License No.	Address of Office, Mail, Or Shop	Percent of Total Contract	Specific Description of Subcontract
INTERIOR RESOURCES	511929	1761 Reynolds Ave.	2.34	Flooring
		Irvine, CA 92614		
Alert Insulation	746781	15913 Old Valley Blvd.	3.41	Insulation
		La Puente, CA 91744		ACT
Cima West	1046943	4961 Santa Anita Ave, Unit A	2.60	Casework
		Temple City, CA 91780		

WSL

\*In compliance with the provisions of Public Contract Code Section 4104, the undersigned bidder herewith sets forth the name, location of the place of business, and California contractor license of each subcontractor – who will perform work or labor or render service to the Prime Contractor, specially fabricates and installs a portion of the work or improvement necessary to complete construction contained in the plans and specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor’s total base bid amount or ten thousand (\$10,000.00), whichever is greater, and the portion of the work which will be done by each subcontractor.

**DECLARATION OF ELIGIBILITY TO CONTRACT**  
Labor Code Section 1777.1; Public Contract Code Section 6109

The undersigned, a duly authorized representative of the Contractor, certifies and declares that:

1. The Contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The Contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1777.1 or 1777.7 of the California Labor Code or another provision of law.
3. The Contractor is aware of California Public Contract Code Section 6109, which states:
  - (a) A public entity, as defined in Section 1100 of the [Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
  - (b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
4. The Contractor has investigated the eligibility of each and every subcontractor the Contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code Sections 1777.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this day of February 15, 2019, at Cerritos, CA (place of execution).



Signature

Name: Woo S. Lim

Title: President

Name of Contractor:

Cal-City Construction, Inc.



**BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE**

In accordance with Government Code Section 14310.5 and in conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

**QUESTIONNAIRE**

Has the Bidder, any officer, principal or employee of the Bidder who has a proprietary interest in the business of the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state or local government project because of violation of law or a safety regulation?

YES: \_\_\_\_\_ NO   X   \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space:

**STATEMENT**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

**NOTE:** The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.





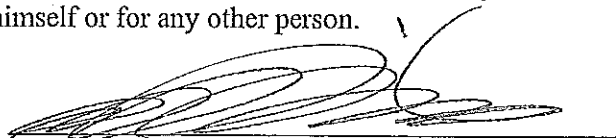
**AFFIDAVIT FOR CORPORATE BIDDER**

STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF LOS ANGELES    )

Woo S. Lim \_\_\_\_\_, being first duly sworn, deposes and says:

That he is President \_\_\_\_\_  
of, Cal-City Construction, Inc. \_\_\_\_\_

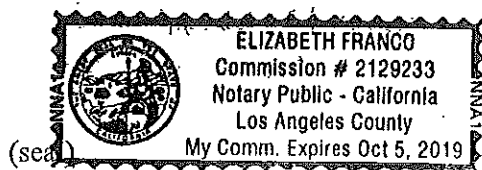
a corporation which is the party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Placentia Library District or any person interested in the proposed contract, for himself or for any other person.

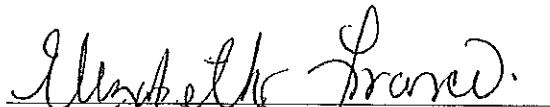
  
Signature

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        )  
  ) ss.  
COUNTY OF LOS ANGELES    )

Subscribed and sworn to (or affirmed) before me on this 15th day of February, 2019, by Woo S. Lim \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



  
Signature of Officer Administering Oath

AFFIDAVIT FOR INDIVIDUAL BIDDER

None Applicable

STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF LOS ANGELES    )

\_\_\_\_\_, being first duly sworn, deposes and says:

That he is the party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Placentia Library District or any person interested in the proposed contract, for himself or for any other person.

\_\_\_\_\_  
Signature

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        )  
  ) ss.  
COUNTY OF LOS ANGELES    )

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Signature of Officer Administering Oath

(seal)

**AFFIDAVIT FOR JOINT VENTURE**

None Applicable

STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF LOS ANGELES    )

\_\_\_\_\_, being first duly sworn, deposes and says:

That he \_\_\_\_\_

of, \_\_\_\_\_

one of the parties submitting the foregoing bid as a joint venture and that he has been and is duly vested with the authority to make and sign instruments for and on behalf of the parties making said bid who are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Placentia Library District or any person interested in the proposed contract, for himself or for any other person.

\_\_\_\_\_  
Signature

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        )  
  ) ss.  
COUNTY OF LOS ANGELES    )

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Signature of Officer Administering Oath

(seal)

BOND No. \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that, WHEREAS the Placentia Library District ("District"), has awarded to \_\_\_\_\_

\_\_\_\_\_  
*(Name and address of Contractor)*

("Principal"), a contract (the "Contract") for the work described as follows: Library Interior Improvement Project, Project No.: PLD-2018-003.

WHEREAS, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

\_\_\_\_\_  
*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto District in the

penal sum of \_\_\_\_\_

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), this amount being not less than the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her, or its, heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless District, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The District is the principal beneficiary of this bond and has rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

"Principal"

"Surety"

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

APPROVED AS TO SURETY AND  
PRINCIPAL AMOUNT

By: \_\_\_\_\_  
Insurance Administrator

BOND No. \_\_\_\_\_



**PAYMENT BOND  
(LABOR AND MATERIAL)**

KNOW ALL PERSONS BY THESE PRESENTS that, WHEREAS the Placentia Library District Bar ("District"), has awarded to \_\_\_\_\_

\_\_\_\_\_  
*(Name and address of Contractor)*

("Principal"), a contract (the "Contract") for the work described as follows: Library Interior Improvement Project, Project No.: PLD-2018-003.

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

\_\_\_\_\_  
*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto District in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars(\$ \_\_\_\_\_), this amount being not less than one hundred (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void. This bond shall insure to the benefit of any of their persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set

forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated \_\_\_\_\_

"Principal"

"Surety"

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

*Notary*

*Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

APPROVED AS TO SURETY AND  
PRINCIPAL AMOUNT

By: \_\_\_\_\_  
Insurance Administrator

BOND No. \_\_\_\_\_

**BID BOND**

**KNOW ALL PERSONS BY THESE PRESENTS that,**

**WHEREAS, the Placentia Library District ("District"), has issued an invitation for bids for the work described as follows: Library Interior Improvement Project, Project No.: PLD-2018-003**

**WHEREAS** Cal-City Construction, Inc.

16605 Norwalk Blvd., Cerritos, CA 90703

*(Name and address of Bidder)*

**("Principal"), desires to submit a bid to the District for the work.**

**WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.**

**NOW, THEREFORE, we, the undersigned Principal, and** Western Surety Company

1000 Wilshire Blvd., Suite 1800, 18th Floor Los Angeles, CA 90017

*(Name and address of Surety)*

**("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto District in the penal sum of** Ten Percent of the Total Amount Bid

**Dollars(\$ 10%), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.**

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a contract for the work by District and within the time and in the manner required by the bidding specifications, entered into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.**

**In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by District in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.**

**IN WITNESS WHEREOF, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being**

hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

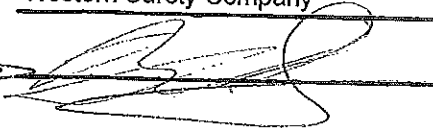
Dated: 2/12/19

"Principal"

"Surety"

Cal-City Construction, Inc.

Western Surety Company



By: Woo S. Lim  
Its President

By: William Syrkin  
Its Attorney-In-Fact

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

**Note:** This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Owen Brown, Richard Adair, William Syrkin, Sergio D Bechara, Margaret Gilmore, Rebecca Haas-Bates, Individually**

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of June, 2015.



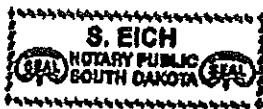
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 9th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
February 12, 2021



S. Eich  
S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of February, 2019.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Los Angeles )

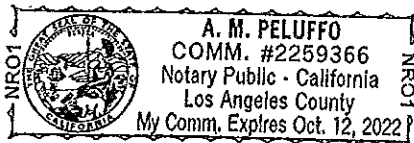
On February 12, 2019 before me, A. M. Peluffo, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared William Syrkin  
*Name(s) of Signer(s)*

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 A. M. Peluffo  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment 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: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: William Syrkin

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: Western Surety Company

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

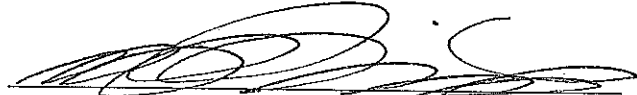
Signer Is Representing: \_\_\_\_\_

NON-COLLUSION AFFIDAVIT

TO: THE PLACENTIA LIBRARY DISTRICT:

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

Woo S. Lim, President, being first duly sworn, deposes and says that he or she is of Cal-City Construction, Inc., 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 another 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 contact or 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.

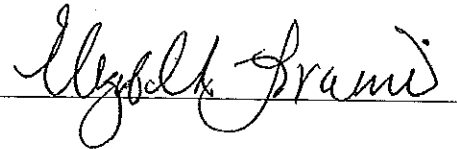
  
Signature of Bidder

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.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

Subscribed and sworn to (or affirmed) before me on this 15th day of February, 2019 by Woo S. Lim, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature 



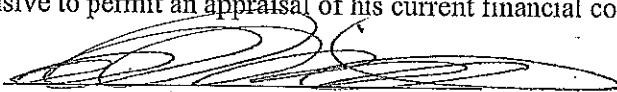
EXPERIENCE STATEMENT

To be responsive, the bidder must list below a minimum of two public agencies for which bidder has constructed from the ground up, civic, community/publicly oriented type buildings, or substantial gut rehabilitation/renovation of two civic, community/publicly oriented type buildings, or a combination thereof performed within California, within the past ten years. Only projects in excess of \$1 million each qualify as similar for this Project. Listed projects shall have included at least three of the following items: low voltage systems, interior acoustical treatments, prefabricated furniture or shelving systems, custom millwork, relocation or construction of architectural and/or structural walls, new finishes (carpet, tile, paint) and/or utility stub outs/feeds.

1. Project Title Los Nietos Library  
Contract Amount \$4,372,000.00  
Type of Work Remodeling  
Client Community Development Commission of the County of Los Angeles  
Agency Project Manager Jeffrey Biben Phone (626)586-1773  
Date Completed 2018 % Subcontracted 73%
  
2. Project Title South Whittier Library  
Contract Amount \$8,056,200.00  
Type of Work New Construction  
Client Community Development Commission of the County of Los Angeles  
Agency Project Manager Jeffrey Biben Phone (626)586-1773  
Date Completed 2017 % Subcontracted 80%
  
3. Project Title Lomita Library  
Contract Amount \$1,950,000.00  
Type of Work Remodeling  
Client Community Development Commission of the County of Los Angeles  
Agency Project Manager Jeffrey Biben Phone 626)586-1773  
Date Completed 2017 % Subcontracted 77%

NOTE: If requested by the District, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature





Bidder qualifications called for to be submitted at time of bid include, but are not necessarily limited to:

1. The Contractor shall have held a California Contractors License for a minimum of five (5) continuous years prior to the bid opening date for this Project. The license used to satisfy this requirement shall be of same type required by the contract.
  2. License classification shall be as required by the contract specifications.
  3. The Contractor shall perform at least 50% of the contract price with its own forces.
16. **LISTING SUBCONTRACTORS:** Each bidder shall submit a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Government Code Section 4100 and following). Forms for this purpose are furnished with the contract documents. The name and location of business of any subcontractor who will perform work exceeding 1/2 of 1% of the prime contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater, **must** be submitted with the bid. Any other information regarding the foregoing subcontractors that is required by District to be submitted may be submitted with the bid, or may be submitted to District up to 24 hours after the deadline established herein for receipt of bids. The additional information must be submitted by the bidder to the same address and in the same form applicable to the initial submission of bid.
17. **WORKER'S COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure the payment of compensation to his employees. The Contractor shall sign and file with the District the following certificate prior to performing the work under the contract: **"I am aware of the provisions of Section 3700 of the Labor Code which require 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."** The form of such certificate is included as part of these Contract Documents and Specifications.
18. **BID DEPOSIT RETURN:** Deposits of three or more low bidders, the number being at the discretion of the District, will be held for ninety (90) days or until posting by the successful bidder of the Bonds required and return of executed copies of the contract, whichever first occurs, at which time the deposits will be returned after consideration of the bids.
19. **EXECUTION OF CONTRACT:** The bidder to whom award is made shall execute a written contract with the District in substantial form to the agreement form provided herein, and shall secure all insurance and bonds as herein provided within ten (10) days from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the forfeiture of the bid guarantee.

If the successful bidder refuses or fails to execute the contract, the District may award the contract to the next lowest responsible bidder or re-advertise. On the failure or refusal of the lowest responsible bidder or next lowest responsible bidder to execute the contract, such bidder's guarantees shall be likewise forfeited to the District.

20. "OR EQUAL": Pursuant to Division 5, Chapter 4, Article 4 (commencing at Section 4380) Government Code, all Specifications shall be deemed to include the words "or equal", provided however that permissible exceptions hereto shall be specifically noted in the Specifications.
21. EMPLOYMENT OF APPRENTICES: The Contractor and all subcontractors shall comply with the provisions in Sections 1777.5, (Chapter 1411, Statutes of 1968), and 1777.6 of the California Labor Code concerning the employment of apprentices. The Contractor and any subcontractor shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.
22. EVIDENCE OF RESPONSIBILITY: Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources and construction experience.
23. WAGE RATES: The Contractor and/or subcontractor shall pay wages as indicated in the "Notice Inviting Sealed Bids" section of the Contract Documents and Specifications. The Contractor shall forfeit as penalty to the District, two hundred dollars (\$200.00) for laborers, workmen, or mechanics employed for each calendar day, or portion thereof, if such laborer, workman or mechanic employed is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of Labor Code, and in particular, Sections 1770 to 1781 inclusive. Copies of all collective bargaining agreements relating to the work as set forth in the aforementioned Labor Code are on file with the Department of Industrial Relations, Division of Labor Statistics and Research.
24. PERMITS, FEES AND LICENSES: The Contractor shall possess a valid business license as required by the City of Placentia, prior to the issuance of the first payment made under this Contract.
25. TIME OF COMPLETION AND LIQUIDATED DAMAGES: Bidder must agree to commence work on or before the date of written "Notice to Proceed" of the District and to fully complete the Project within one hundred fifty-four (154) calendar days thereafter. Contractor must agree also to pay as liquidated damages, the sum of one thousand two hundred dollars (\$1,200) for each calendar day thereafter that it fails to complete the work.
26. CLAIMS FILING AND PROCESSING: The District and Contractor agree to attempt to orally resolve any disputes which may give rise to a claim (hereafter, "Claim") that falls within the definition of Public Contract Code section 9204 (hereafter, "Section 9204"). If these efforts are unsuccessful, the District and Contractor shall process the Claim in accordance with Section 9204. In summary, if the Contractor decides to submit a Claim to the District, it shall be sent by registered or certified mail, return receipt requested, together with reasonable documentation to support the Claim. A Claim may include a Claim by a subcontractor or a lower tier subcontractor meeting the requirements of Section 9204(d)(5). Within 45 days of receipt of the Claim, or any extension thereof agreed upon by the District and the Contractor, the District will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Payment of any undisputed portion of the Claim shall be made within 60 days after the District issues its written statement. If the District does not provide a written statement within the time specified, the Claim shall be deemed rejected.

If the Contractor disputes the District's written statement or if the Claim is deemed rejected, the Contractor may demand in writing by registered or certified mail to the District, return receipt requested, an informal conference to meet and confer in an effort to settle the disputed portion of any Claim. Within 30 days of receipt of such written demand, the District shall schedule a meet and confer conference.

If any portion of the Claim remains in dispute after the conference, the District shall, within 10 District business days of the conclusion of the conference, provide the Contractor with a written statement identifying any portion that remains in dispute and any portion that is undisputed. Payment of any undisputed portion shall be made within 60 days after the District issues its written statement. Any remaining disputed portion shall be submitted to nonbinding mediation in accordance with Section 9204(c)(2)(B), unless the Contractor and District waive the mediation upon mutual written agreement.

**ADDENDUM No. One (1)**  
to the contract documents for  
**PLACENTIA LIBRARY**  
411 EAST CHAPMAN AVENUE, PLACENTIA, CA 92870  
BID NUMBER PLD-2018-003

Date of this Addendum February 06, 2019

**Notice:** This addendum is issued before the bid opening date to inform bidders of revisions to the Contract Documents and is hereby made a part of the Contract Documents. The following changes, additions, and/or clarifications shall be made to the specifications for the work of the above-mentioned project. In case of a conflict between specifications and this Addendum, this Addendum shall govern. All requirements contained in the Contract Documents shall apply to this Addendum, and the general character of the work called for in this Addendum shall be the same as originally set forth in the applicable portions of the Contract Documents for similar work, unless otherwise specified under this Addendum, and all incidental work necessitated by this Addendum as required to complete the work shall be included in the bid, even though not specifically mentioned in this Addendum. The balance of the contract documents shall remain unchanged.

This Notice to Bidders forms a part of the Contract Documents and clarifies certain portions of the Bid Documents and Drawings.

**GENERAL INFORMATION**

1. Please indicate your receipt of this Addendum in the space on the Bid Form. Failure to do so is grounds for rejection of the Bid because this Addendum contains changes that are materially substantial to the Bid. Each prime bidder is responsible for distribution of information conveyed herein to its sub-bidders and suppliers.
2. Bid date to **REMAIN the SAME: February 15th, 2019 at 1:00 p.m.**
3. **CHANGES TO PART A Project Manual.**
  - a. MODIFY Section 011000 PROJECT GENERAL REQUIREMENTS, 1.02B2 to read, "Exterior work as noted on the Drawings is part of the scope of work for this Project"
  - b. MODIFY Section 011000 PROJECT GENERAL REQUIREMENTS, 1.06BA to read, "The entire Project shall be completed within one hundred fifty (150) calendar days following the required commencement date of the Work."
  - c. INCLUDE attached Subcontractor List form and submit as part of the Bid Package



- d. INCLUDE attached Bid Schedule and submit as part of the Bid Package
4. **CHANGES TO PART B Drawings.** See Attachment 1
- a. REPLACE Sheet G001 – Schedules and Notes with attached Sheet of the same name and number
  - b. REPLACE Sheet A302 – Enlarged Plans and Interior Elevations with attached Sheet of the same name and number
  - c. MODIFY sheet E100, Lighting Fixture Schedule as follows: Fixture types F5 shall be changed from Lumetta P2091 to Stonelighting PD092-FR-SN-L2-C
  - d. MODIFY sheet E201: Delete all references to F18 and replace them with F17
  - e. REPLACE Sheet P300 – Reconst. Water & Gas Plan with attached Sheet of the same name and number
  - f. REPLACE Sheet P400 – Enlarged Café Bar & Restroom Plumbing Plans with attached Sheet of the same name and number

Kindly notify your subcontractors about this addendum.

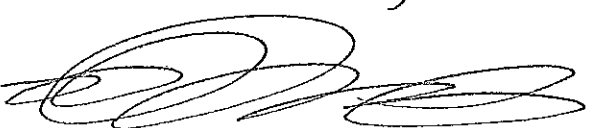
If you have any questions regarding this project, please contact Ms. Jeanette Contreras at (714) 528-1906 or at [jcontreras@placentiallibrary.org](mailto:jcontreras@placentiallibrary.org).

Approved by:

---

Jeanette Contreras, Library Director

END OF ADDENDUM



**ADDENDUM No. Two (2)**  
to the contract documents for  
**PLACENTIA LIBRARY**  
**411 EAST CHAPMAN AVENUE, PLACENTIA, CA 92870**  
**BID NUMBER PLD-2018-003**

Date of this Addendum February 25, 2019

**Notice:** This addendum is issued before the bid opening date to inform bidders of revisions to the Contract Documents and is hereby made a part of the Contract Documents. The following changes, additions, and/or clarifications shall be made to the specifications for the work of the above-mentioned project. In case of a conflict between specifications and this Addendum, this Addendum shall govern. All requirements contained in the Contract Documents shall apply to this Addendum, and the general character of the work called for in this Addendum shall be the same as originally set forth in the applicable portions of the Contract Documents for similar work, unless otherwise specified under this Addendum, and all incidental work necessitated by this Addendum as required to complete the work shall be included in the bid, even though not specifically mentioned in this Addendum. The balance of the contract documents shall remain unchanged.

This Notice to Bidders forms a part of the Contract Documents and clarifies certain portions of the Bid Documents and Drawings.

**GENERAL INFORMATION**

1. Please indicate your receipt of this Addendum in the space on the Bid Form. Failure to do so is grounds for rejection of the Bid because this Addendum contains changes that are materially substantial to the Bid. Each prime bidder is responsible for distribution of information conveyed herein to its sub-bidders and suppliers.
2. Bid date to **REMAIN: February 28th, 2019 at 2:00 p. m.**
3. **CHANGES TO PART B Drawings. See Attachment 1**
  - a. REPLACE Sheet A200 attached Sheet of the same name and number
  - b. REPLACE Sheet A203 with attached Sheet of the same name and number
  - c. REPLACE Sheet A301 with attached Sheet of the same name and number
  - d. REPLACE Sheet E100 with attached Sheet of the same name and number
  - e. REPLACE Sheet E200 with attached Sheet of the same name and number
  - f. REPLACE Sheet E300 with attached Sheet of the same name and number (contains changes that were part of Addendum to Bidders 01)



- g. REPLACE Sheet E400 with attached Sheet of the same name and number (contains changes that were part of Addendum to Bidders 01)

Kindly notify your subcontractors about this addendum.

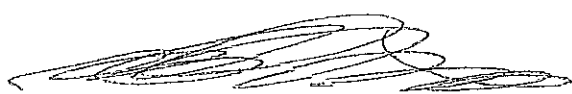
If you have any questions regarding this project, please contact Ms. Jeanette Contreras at (714) 528-1906 or at [jcontreras@placentialibrary.org](mailto:jcontreras@placentialibrary.org).

Approved by:

---

Jeanette Contreras, Library Director

**END OF ADDENDUM**



**EXPERIENCE STATEMENT**

To be responsive, the bidder must list below a minimum of two public agencies for which bidder has constructed from the ground up, civic, community/publicly oriented type buildings, or substantial gut rehabilitation/renovation of two civic, community/publicly oriented type buildings, or a combination thereof performed within California. within the past ten years. Only projects in excess of \$1 million each qualify as similar for this Project. Listed projects shall have included at least three of the following items: low voltage systems, interior acoustical treatments, prefabricated furniture or shelving systems, custom millwork, relocation or construction of architectural and/or structural walls, new finishes (carpet, tile, paint) and/or utility stub outs/feeds.

1. Project Title Design-Build Medical & Dental Clinic Renovation  
 Contract Amount \$5,588,020  
 Type of Work 32,000 SQ FT T.I. – X-ray rooms, multiple exam rooms, laboratories, kitchens, restrooms, reception areas, laundry rooms, parking lot paving, secured perimeter fencing and landscape.  
 Client AltaMed Health Services  
 Agency Project Manager Luzmaria Chavez Phone 323.558.7780  
 Date Completed 03/19/2018 % Subcontracted 85%
  
2. Project Title Renovation and Remodel of Administrative Offices/Classrooms  
 Contract Amount \$2,364,345  
 Type of Work 12,800 SQ FT T.I. – Complete modification of existing city building into code-compliant offices and training classrooms, including: demo, electrical, mechanical, plumbing, and interior finishes.  
 Client County of Riverside, EDA  
 Agency Project Manager Anna Rodriguez Phone 760.863.2537  
 Date Completed 11/16/2015 % Subcontracted 90%
  
3. Project Title Palm Springs Probation Tenant Improvements  
 Contract Amount \$1,530,169  
 Type of Work 9,000 SQ FT T.I. – Complete remodel of existing city building converted into a probation department, including: demo, electrical, mechanical, plumbing, and interior finishes.  
 Client County of Riverside, EDA  
 Agency Project Manager Anna Rodriguez Phone 760.863.2537  
 Date Completed 11/08/2018 % Subcontracted 90%

NOTE: If requested by the District, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature 



**BIDDER'S BID  
PLACENTIA LIBRARY DISTRICT  
LIBRARY INTERIOR IMPROVEMENT PROJECT**

**DISTRICT PROJECT NO. PLD-2018-003**

Date February 26, 2019

To the Board of Directors of the Placentia Library District:

The Undersigned hereby declares:

- (a) That the only persons or parties interested in this bid as principals are the following:

Vincent Cortes, President - Vincor Construction, Inc.

John Kang, Vice President - Vincor Construction, Inc.

Michele Cortes, CFO/Secretary - Vincor Construction, Inc.

(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name, under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.)

- (b) That this bid is made without collusion with any person, firm or corporation.
- (c) That he has carefully examined the location of the proposed work and has familiarized himself with all of the physical and climatic conditions, and makes this bid solely upon his own knowledge.
- (d) That by submitting this Bidder's Bid, he acknowledges receipt and knowledge of the contents of those communications sent by the Placentia Library District to him at the address furnished by him to the Placentia Library District when this bid form was obtained.
- (e) That he has carefully examined the specifications, both general and detail, and the drawings attached hereto, and communications sent to him as aforesaid, and makes this bid in accordance therewith.
- (f) That, if this bid is accepted he will enter into a written contract for the performance of the proposed work with the Placentia Library District.
- (g) That he proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are estimates and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this bid is a certified or cashier's check or bidder's bond, payable to the order of the Placentia Library District in the sum of Ten Percent of Amount Bid DOLLARS (\$ 10% of Amount Bid ).

Said bidder's bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in this state.



**BID SCHEDULE**

**PLACENTIA LIBRARY DISTRICT  
CONTRACT DOCUMENTS AND SPECIFICATIONS  
LIBRARY INTERIOR IMPROVEMENT PROJECT**

**DISTRICT PROJECT NO. PLD-2018-003**

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION WRITTEN IN WORDS	UNIT PRICE	AMOUNT
1	Div. 01 00 00	1	General Requirements/Administrative	LS	\$42,545.00
2	Div. 02 00 00	1	Existing Conditions	LS	\$48,260.00
3	Div. 03 00 00	1	Concrete	LS	\$91,186.00
4	Div. 05 00 00	1	Metals	LS	\$7,366.00
5	Div. 06 00 00	1	Wood, Plastics, and Composites	LS	\$41,250.87
6	Div. 07 00 00	1	Thermal and Moisture Protection	LS	\$19,304.00
7	Div. 08 00 00	1	Openings	LS	\$76,954.04
8	Div. 09 00 00	1	Finishes	LS	\$346,176.65
9	Div. 10 00 00	1	Specialties	LS	\$34,479.23
10	Div. 12 00 00	1	Furnishings	LS	\$24,792.94
11	Div. 22 00 00	1	Plumbing	LS	\$126,365.00
12	Div. 23 00 00	1	Heating, Ventilating, & Air Conditioning	LS	\$33,020.00
13	Div. 26 00 00	1	Electrical	LS	\$279,400.00
14	Div. 28 00 00	1	Electronic Safety & Security	LS	\$23,114.00

**MANDATORY BID SCHEDULE ITEMS:**  
**TOTAL AMOUNT BID (IN FIGURES)→**

**\$1,194,213.73**

**TOTAL AMOUNT BID, SCHEDULE (WRITTEN IN WORDS):** \_\_\_\_\_


One Million One Hundred Ninety Four Thousand Two Hundred Thirteen Dollars & Seventy Three Cents

**Bid Schedule Note:** Bid Price indicated refers to all items illustrated on the plans and details, and delineated within the specifications installed and completely in place with all applicable portions of the construction documents and include all costs connected with such items including, but to necessarily limited to, materials, transportation, taxes, insurance, labor, overhead, and profit, for Contractor and Subcontractors.

All work called for on the Contract Documents and Specifications are to provide a completed Project with all systems operating properly and ready for use.

Accompanying this bid is Bidder's Bond - Ten Percent of Amount Bid  
(Insert "\$ 10% of Amount Bid cash", "cashier's check", "certified check", or "bidder's bond" as the case may be) in the amount equal to at least ten percent (10%) of the total bid.

The undersigned further agrees that in case of default in executing the required contract, with necessary bond, within ten (10) days, not including Sundays and legal holidays, after having received notice that the contract has been awarded and ready for signature, the proceeds of the security accompanying his bid shall become the property of the Placentia Library District, and this bid and the acceptance thereof may be considered null and void.

Vincor Construction, Inc.  02/26/2019  
NAME OF BIDDER (PRINT) SIGNATURE DATE

2651 Saturn Street  
ADDRESS

Brea 92821 (714) 528-2900  
CITY ZIP CODE TELEPHONE

California Contractor License No.: 763743, B - General Building Contractor  
STATE CONTRACTOR LICENSE NO. AND CLASSIFICATION

I declare under penalty of perjury of the laws of the State of California that the representations made herein are true and correct in accordance with the requirements of California Business and Professional Code Section 7028.15.

Vincent Cortes, President   
CONTRACTOR SIGNATURE OR AUTHORIZED OFFICER

**LIST OF SUBCONTRACTORS \***

BID OPENING DATE December 6, 2018

PROJECT: LIBRARY INTERIOR IMPROVEMENT PROJECT NO.: PLD-2018-003

LOCATION: 411 East Chapman Avenue, Placentia, CA 92870

CLIENT: PLACENTIA LIBRARY DISTRICT

CONTRACTOR Vincor Construction, Inc.

Page 1 of 2

Name Under Which Subcontractor is Licensed	License No.	Address of Office, Mail, Or Shop	Percent of Total Contract	Specific Description of Subcontract
Alhambra Glass Company, Inc.	322524	2904 W. Valley Blvd.,	3%	Storefront & Glazing
		Alhambra, CA 91803		
ARA Painting, Inc.	989985	110 W. 90th St.,	4%	Painting
		Los Angeles, CA 90003		
Bander Concrete, Inc.	1040846	4155 Vernon Ave.,	13%	Concrete
		Riverside, CA 92509		Framing & Gypsum Board
Fraye's Custom Air Corporation	709387	4505 Industrial St., #2E	3%	T-Bar Ceiling
		Simi Valley, CA 93063		HVAC
Lagos Cabinets, Inc.	945412	150 S. Reservoir St., STE. F	3%	Casework & Countertops
		Pomona, CA 91766		
Global Market Solutions, Inc.	851061	11223 Old River School Rd.,	2%	Fire Alarm
		Downey, CA 90241		

\*In compliance with the provisions of Public Contract Code Section 4104, the undersigned bidder herewith sets forth the name, location of the place of business, and California contractor license of each subcontractor – who will perform work or labor or render service to the Prime Contractor, specially fabricates and installs a portion of the work or improvement necessary to complete construction contained in the plans and specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total base bid amount or ten thousand (\$10,000.00), whichever is greater, and the portion of the work which will be done by each subcontractor.

LIST OF SUBCONTRACTORS \*

BID OPENING DATE December 6, 2018

PROJECT: LIBRARY INTERIOR IMPROVEMENT PROJECT NO.: PLD-2018-003

LOCATION: 411 East Chapman Avenue, Placentia, CA 92870

CLIENT: PLACENTIA LIBRARY DISTRICT

CONTRACTOR Vincor Construction, Inc.

Page 2 of 2

Name Under Which Subcontractor is Licensed	License No.	Address of Office, Mail, Or Shop	Percent of Total Contract	Specific Description of Subcontract
Pacific Door and Frame, Inc.	813479	7016 Motz St.,	4%	Frame, Doors & Hardware
		Paramount, CA 90723		
Pinnacle Electrical Solutions	988134	6750 Foster Bridge Blvd.,	23%	Electrical
		Bell Gardens, CA 90201		
Rite Flow Plumbing	1018257	24795 Calle El Toro Grande	11%	Plumbing
		Lake Forest, CA 92630		
YTI Enterprises, Inc.	830286	1260 S. State College Pkwy.	2%	Restroom Partitions
		Anaheim, CA 92806		


\*In compliance with the provisions of Public Contract Code Section 4104, the undersigned bidder herewith sets forth the name, location of the place of business, and California contractor license of each subcontractor – who will perform work or labor or render service to the Prime Contractor, specially fabricates and installs a portion of the work or improvement necessary to complete construction contained in the plans and specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total base bid amount or ten thousand (\$10,000.00), whichever is greater, and the portion of the work which will be done by each subcontractor.

**DECLARATION OF ELIGIBILITY TO CONTRACT**  
Labor Code Section 1777.1; Public Contract Code Section 6109

The undersigned, a duly authorized representative of the Contractor, certifies and declares that:

1. The Contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The Contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1777.1 or 1777.7 of the California Labor Code or another provision of law.
3. The Contractor is aware of California Public Contract Code Section 6109, which states:
  - (a) A public entity, as defined in Section 1100 of the [Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
  - (b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
4. The Contractor has investigated the eligibility of each and every subcontractor the Contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code Sections 1777.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this day of February 26, 2019, at Brea, CA (place of execution).

  
\_\_\_\_\_  
Signature

Name: Vincent Cortes

Title: President

Name of Contractor: Vincor Construction, Inc.  
\_\_\_\_\_

**BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE**

In accordance with Government Code Section 14310.5 and in conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

**QUESTIONNAIRE**

Has the Bidder, any officer, principal or employee of the Bidder who has a proprietary interest in the business of the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state or local government project because of violation of law or a safety regulation?

YES: \_\_\_\_\_

NO     X    

If the answer is yes, explain the circumstances in the following space:

**STATEMENT**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

**NOTE:** The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

Project Identification PLD-2018-003

Bid Date 02/26/2019

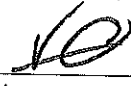
This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporation or individual bidder. The bidder may attach any additional information or explanation of data, which he would like, taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

ITEM	5 CALENDAR YEARS PRIOR TO CURRENT YEAR						CURRENT YEAR
	2011	2012	2013	2014	2015	TOTAL	
No. of Contracts	40	43	50	54	65	252	130
Total dollar amount of contracts (in 1,000's)	\$5,500	\$8,000	\$7,300	\$19,000	\$14,000	\$53,800	\$28,000
No. of lost workday cases	0	0	0	2	1	3	0
No. of lost work day cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
No. of lost workdays	0	0	0	45	20	65	0

\*The information required for this item is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary - Occupational Injuries and Illnesses, OSHA No. 102.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of these records.

Vincor Construction, Inc.  
 Name of Bidder (Print  
2651 Saturn Street  
 Address  
Brea, 92821  
 City Zip Code

  
 Signature  
California / 763743 / B - General  
 State Contractor's Lic. No. & Class  
(714) 528-2900  
 Telephone



AFFIDAVIT FOR CORPORATE BIDDER

STATE OF CALIFORNIA )  
 ) ss.  
PLACENTIA LIBRARY DISTRICT)

Vincent Cortes, being first duly sworn, deposes and says:

That he is President  
of Vincor Construction, Inc.

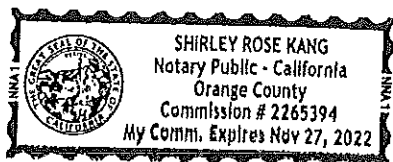
a corporation which is the party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Placentia Library District or any person interested in the proposed contract, for himself or for any other person.

[Signature]  
Signature

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 )  
 ) ss.  
PLACENTIA LIBRARY DISTRICT)

Subscribed and sworn to (or affirmed) before me on this 26 day of February, 2019, by Vincent Cortes, proved to me on the basis of satisfactory evidence to be the person(x) who appeared before me.



(seal)

[Signature]  
Signature of Officer Administering Oath



N/A

AFFIDAVIT FOR JOINT VENTURE

STATE OF CALIFORNIA )  
 ) ss.  
PLACENTIA LIBRARY DISTRICT)

\_\_\_\_\_, being first duly sworn, deposes and says:

That he \_\_\_\_\_

of, \_\_\_\_\_

one of the parties submitting the foregoing bid as a joint venture and that he has been and is duly vested with the authority to make and sign instruments for and on behalf of the parties making said bid who are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Placentia Library District or any person interested in the proposed contract, for himself or for any other person.

\_\_\_\_\_  
Signature

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 )  
 ) ss.  
PLACENTIA LIBRARY DISTRICT)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Signature of Officer Administering Oath

(seal)

BOND No. \_\_\_\_\_

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that,

WHEREAS, the Placentia Library District ("District"), has issued an invitation for bids for the work described as follows: Library Interior Improvement Project, Project No.: PLD-2018-003

WHEREAS VINCOR CONSTRUCTION, INC., 2651 SATURN STREET, BREA, CA 92821

*(Name and address of Bidder)*

("Principal"), desires to submit a bid to the District for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and Travelers Casualty and Surety Company of America

21688 GATEWAY CENTER DRIVE, DIAMOND BAR, CA 91765-6512

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto District in the penal sum of

Ten Percent of Amount Bid

Dollars(\$ 10 % of amount bid ), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a contract for the work by District and within the time and in the manner required by the bidding specifications, entered into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by District in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being

hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: FEBRUARY 21, 2019

"Principal"

VINCOR CONSTRUCTION, INC.

"Surety"

Travelers Casualty and Surety Company of America




By: [Signature]  
Its VINCENT CORTES, PRESIDENT

By: Monica Blaisdell  
Its MONICA BLAISDELL (ATTORNEY-IN-FACT)

By: [Signature]  
Its MICHELE CORTES, CFO

By: \_\_\_\_\_  
Its \_\_\_\_\_

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

	<b>Travelers Casualty and Surety Company of America</b> <b>Travelers Casualty and Surety Company</b> <b>St. Paul Fire and Marine Insurance Company</b>
---	--

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Monica Blaisdell** of Brea California, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

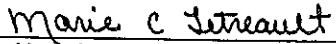
By:   
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

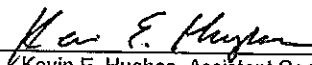
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21 day of February, 2019



  
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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 LOS ANGELES )

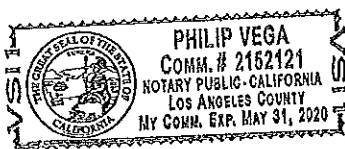
On 2/21/2019 before me, PHILIP VEGA, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared MONICA BLAISDELL  
Name(s) of Signer(s)

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 [Handwritten Signature]  
Signature of Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189



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State of California )  
County of ORANGE )

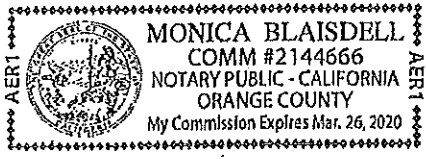
On 2/21/2019 before me, Monica Blaisdell, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Vincent Cortes  
*Name(s) of Signer(s)*

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 Monica Blaisdell  
*Signature of Notary Public*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 2/21/2019 before me, Monica Blaisdell, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Michele Cortes  
*Name(s) of Signer(s)*

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 Monica Blaisdell  
*Signature of Notary Public*

NON-COLLUSION AFFIDAVIT

TO: THE PLACENTIA LIBRARY DISTRICT:

STATE OF CALIFORNIA )  
 ) ss.  
PLACENTIA LIBRARY DISTRICT)

Vincent Cortes, being first duly sworn, deposes and says that he or she is of Vincor Construction, Inc., 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 another 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 or 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.

  
\_\_\_\_\_  
Signature of 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.

STATE OF CALIFORNIA )  
 ) ss.  
PLACENTIA LIBRARY DISTRICT )

Subscribed and sworn to (or affirmed) before me on this 26 day of February, 2019 by Vincent Cortes, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)



Signature 