

VISION:
Every student will achieve their highest educational goals.

MOTTO:
Students First!

Pierce Joint Unified School District
540A 6th Street
P.O. Box 239
Arbuckle CA 95912
(530) 476-2892 * (530) 476-2289 Fax

MISSION:
The Pierce Joint Unified School District is committed to provide a highly qualified staff in a safe and healthy learning environment. Parents and community members are partners in our education community.

**BOARD OF TRUSTEES SPECIAL MEETING
PIERCE JOINT UNIFIED SCHOOL DISTRICT
DISTRICT OFFICE
540A 6TH STREET, ARBUCKLE CA 95912**

Tuesday May 28, 2019 9:00 a.m.

AGENDA

Governing Board

Nadine High, President

George Green, Vice President

Amy Charter, Clerk

Abel Gomez, Member

Barbara Bair, Member

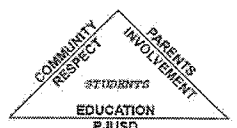
Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 540A 6th Street, Arbuckle CA 95912, during normal business hours.

1. CALL TO ORDER
 - A. *Pledge of Allegiance*
2. APPROVAL OF AGENDA ACTION
3. HEARING OF THE PUBLIC
(Speakers will be given three (3) minutes to speak with a twenty (20) minute limit per topic)
4. Consider and approve **Rejection of Bid for Alterations to Building A at Pierce High School** ACTION
5. Adjourn

In compliance with the American with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact our office at (530) 476-2892 x13000. Notification at least 48 hours prior to the meeting will enable the office to make reasonable arrangements to ensure accessibility to the Board meeting. (Government Code § 54954.2)

2018/19 Board Goals:

1. Pierce Joint Unified School District students will graduate high school college and career ready.
2. Pierce Joint Unified School District students will feel a sense of connectedness academically, socially, and physically in their schools.
3. Pierce Joint Unified School District will engage families and members of the greater school community as educational partners.





Pierce Joint Unified School District

5/23/2019

PROJECT BID SUMMARY SHEET

BID DATE:	23-May-19												
BID TIME:	2:00:00 PM												
Project:	Alterations to Building A												
School:	Pierce HS												
Project No:	CUPCAA 19-03												

BID SUMMARY

Contractor	Bid Item No. 1 Pierce HS	Owner's Allowance Contingency	Total Base Bid + Allowance	Pre-Bid Walk Attendance (Y/N)	Addenda Noted N/A	Designation of Subcontractors Form	Non- Collusion Affidavit	Change Order Acknowledge Form	Bid Bond	Bid Form	Project Warranty Form	Contractor DIR Registration No.
Anthem Builders	\$ 465,895.00	\$ 20,000.00	\$ 485,895.00	Y	N/A	Y	Y	Y	Y	Y	Y	Y

BID ANALYSIS NOTES:

Mandatory Bid Walk Conducted on 5/8/2019 at 9:00 AM (6 Bidders Attended Pre-Bid Walk)
 Anthem Builders Bid was the only one submitted, it was evaluated as both responsible and responsive

Estimated Budget for this Project was \$300K-\$325K

Bid Opened By GEP
 Bid Recorded By MB
 Evaluators CG/DM/GP
 Approved By CG/DM/GP

BID FORM AND PROPOSAL

To: Board of Education of the Pierce Joint Unified School District ("District")

From: Anthem Builders, Inc.

(Insert Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Contractors Calling for Bids and the Information for Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of the **Alterations to Building A at Pierce High School, Bid # 19-03** ("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

1. **PIERCE HIGH SCHOOL - Alterations of Building A - TOTAL BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS:**

FOUR HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED NINETY DOLLARS
 FIVE
 (\$ 465,895)

2. **PROJECT ALLOWANCE - (UNFORSEEN CONDITIONS & OWNERS CONTINGENCY)**

(\$20,000.00)

TOTAL BID PRICE (Including Project Allowance)

FOUR HUNDRED EIGHTY FIVE THOUSAND EIGHT HUNDRED NINETY DOLLARS
 FIVE
 (\$ 485,895)

Alternates: N/A

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

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

[NOT APPLICABLE]

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the Scope of Work required in this Proposal, understands the construction and project management function(s) described in the Contract Documents, and that each Bidder who is awarded a Contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a Contract with the District in accordance with the intent of the Contract Documents.

3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the District before the bid opening date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The liquidated damages clause of the General Conditions and Special Conditions is hereby acknowledged.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of sixty (60) days.
7. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Non-Collusion Affidavit
 - Project Warranty
 - Change Order Acknowledgement Form
8. Receipt and acceptance of the following Addenda is hereby acknowledged:
 - Addendum No. 1 _____ Dated: _____
 - Addendum No. 2 _____ Dated: _____
 - Addendum No. 3 _____ Dated: _____
9. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed.
10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
11. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 23rd day of May, 2019

Name of Bidder Anthem Builders, Inc.

Type of Organization Corporation

Signature _____

Signed by Justin Baker

Title of Signer CEO

Address of Bidder 530 6th St. Roseville, CA 95678

Bidder's Taxpayer Identification No. 45-33572752

Telephone Number 916-303-2318

Fax Number 916-303-2319

E-mail justin@anthembuilders.com Website www.anthembuilders.com

Contractor's License No(s): No.: 9630538 Class: A, B, C15 Expiration Date: 8/31/2020
C21

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: Anthem Builders, Inc.

President: Patricia Moskalik

Secretary: _____

Treasurer: _____

Manager: Justin Baker, CEO

BID BOND

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

WHEREAS, said Principal has submitted a bid to the District to perform all Work required for the **Alterations to Building A at Pierce High School, Bid #19-03** as set forth in the Notice to Contractors Calling for Bids and accompanying Contract Documents.

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the notice inviting bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract of the notice inviting bids, or to the work, or to the specifications.

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

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

SIGNED AND SEALED, this 16th day of May, 2019.

Anthem Builders, Inc.
Principal

By: [Signature]
Signature

(SEAL)

Berkley Insurance Company
Surety

By: [Signature]
Signature Christin M. Hubble, Attorney-in-Fact
CA License #0155652

(SEAL)

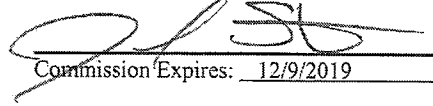
ACKNOWLEDGMENT BY SURETY

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)

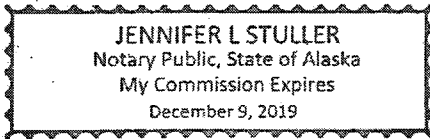
On this 16th day of May, 2019, before me, Jennifer L. Stuller, a notary public in and for the State of Alaska, residing therein, duly commissioned and sworn, personally appeared Christin M. Hubble, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Berkley Insurance Company as surety in said instrument, and acknowledged to me that he/she subscribed the name of said corporation thereto as surety, and his/her own name as attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid District, the day and year in this certificate first above written.

NOTARY PUBLIC



Commission Expires: 12/9/2019



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Marie I. Matetich; Christin M. Hubble; Sandy L. Boswell; Abigail A. Bonney; or Mariah D. Sansone of Parker, Smith & Feek, Inc. of Anchorage, AK* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17th day of April, 2019.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman
Executive Vice President & Secretary

By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 17th day of April, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 16 day of May, 2019.

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

CHANGE ORDER ACKNOWLEDGEMENT FORM

The District expects and requires that Bidders take due care in submitting their bids, and will not provide additional compensation or time via change order to bidders for items that should have been included in their bids.

By submitting this bid, I certify that I understand that section 7 of the Information For Bidders for this contract requires that each bidder perform a *thorough* review of this bid packet and the accompanying plans and specifications.

I understand that pursuant to section 7.1, I am representing that I have read and understand the contract, including the plans and specifications, and that no consideration will be given to any claim that I misunderstood the documents.

I understand that it is my responsibility to *immediately* bring to the attention of the District any perceived discrepancies in, and/or omissions from the plans, specifications or other contract documents or questions as to their meaning, *before* I submit my bid.

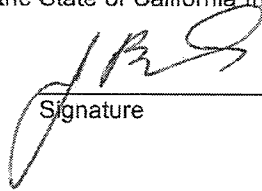
I understand that the District makes no representations or warranties about the condition of the site upon which the work will be performed, and that it is *my responsibility* to examine the site conditions before I submit a bid, to ensure the bid accurately reflects the price of the work to be performed.

I understand that pursuant to section 7 of the Information to bidders, I have had the opportunity to submit requests for information and clarification regarding any questions I might have about the plans and specifications before submitting my bid.

In other words, I understand that it is my responsibility to fully and completely understand the plans and specifications for the project, and submit any questions I might have about them *before* I submit my bid.

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

Date: 5/23/19



Signature

DESIGNATED SUBCONTRACTORS LIST

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

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

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

<u>Name and Location of Subcontractor</u>	<u>Description of Work to be Subcontracted</u>
Name: <u>Calidad Plumbing</u>	<u>plumbing</u>
Address: <u>9477 Greenbrook Ln Ste. 513 Folsom, CA</u>	
Ph: <u>(916) 987-0800</u> Fax: <u>(916) 987-0801</u> License No. <u>840323</u>	

<u>Name and Location of Subcontractor</u>	<u>Description of Work to be Subcontracted</u>
Name: <u>Bunch Electric</u>	<u>electrical</u>
Address: <u>5511 Foster Rd. Paradise, CA</u>	
Ph: <u>(530) 966-4125</u> Fax: _____ License No. <u>1002218</u>	

<u>Name and Location of Subcontractor</u>	<u>Description of Work to be Subcontracted</u>
Name: <u>RB Spender Inc</u>	<u>HVAC</u>
Address: <u>1188 Hassett Ave, Yuba City</u>	
Ph: <u>(530) 674-8307</u> Fax: <u>(530) 674-9877</u> License No. <u>6664429</u>	

<u>Name and Location of Subcontractor</u>	<u>Description of Work to be Subcontracted</u>
Name: <u>Rock Creek Construction</u>	<u>Concrete</u>
Address: <u>1916 Cameron Ln Chico</u>	
Ph: <u>(530) 514-4868</u> Fax: _____ License No. <u>883815</u>	

NON-COLLUSION AFFIDAVIT

In accordance with Public Contract Code Section 7106, the undersigned declares that he or she holds the position listed below with the bidder, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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



Signature

Justin Baker

Typed or Printed Name

CEO

Title

Anthem Builders, Inc.

Bidder

Subscribed and sworn before me
This ____ day of _____, 2019

[Seal]

* Jurat form attached

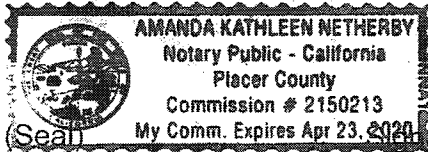
Notary Public in and for
the State of California

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 BUTTE

Subscribed and sworn to (or affirmed) before me on this 23
day of MAY, 2019, by JUSTIN BAKER

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



(Seal)

Signature

Amanda Netherby

PROJECT WARRANTY

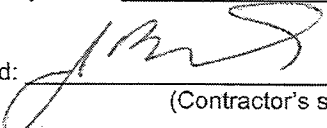
We, the undersigned, do hereby warrant and guarantee all products and services described within which we have provided for:

BID #19-03

are in accordance with the Contract Documents and that all such Work as installed will fulfill or exceed all minimum warranty requirements. We agree to repair or replace Work installed by us, together with any adjacent Work which is displaced or damaged by so doing, that proves to be defective in workmanship, material, or function at no expense to the Owner, Pierce Joint Unified School District, for a period of two (2) years.

In the event of our failure to comply with the above-mentioned conditions within ten (10) business days, after notification in writing, we, the undersigned, all collectively and separately, hereby authorize the Owner to have said defective Work, repaired or replaced to be made good, and agree to pay to the Owner upon demand all moneys that the Owner may expend in making good said defective Work, including all collection costs and reasonable attorneys' fees.

Company Name: Anthem Builders, Inc.

Signed: 
(Contractor's signature)

Name: Justin Baker
(printed)

Date: 5/23/2019