July 16, 2014

TO: Santa Clara County Board of Education

FROM: Micaela Ochoa, Chief Business Officer
       Craig Wilde, Director, General Services

VIA: Mary Ann Dewan, Ph.D.
       Interim County Superintendent of Schools

SUBJECT: Request Approval of Award of Bid to Guerra Construction Group for $170,960

Associated Goal
Goal 2: Provide support to districts, communities, schools, and students.

Background
Over the years, San Jose City College (College) has provided two hard space classrooms for our Special Education program. The College is in the process of demolishing the two hard space classrooms for other purposes and has provided one portable classroom to the program. This project is for the site work to install a second portable classroom next to the existing portable classroom. One bid was received on July 2, 2014 for the site work project. The attached bid document defines the terms of the agreement with Guerra Construction Group.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Vendor</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>882</td>
<td>Guerra Construction Group</td>
<td>Portable Site Work</td>
<td>$170,960</td>
</tr>
</tbody>
</table>

Pursuant to BP 3312 (a) Contracts, the attached contract is being submitted for Board approval.

Fiscal Implications
Funds have been incorporated for this purpose in the 2014-2015 budget.

Requested Action
Approve Bid#B26A-13-14 to Guerra Construction Group, the lowest responsive bidder, in the amount of $170,960 for the Portable Site Work at San Jose City College.
BID FORM
FOR
PORTABLE SITE WORK
AT
SAN JOSE CITY COLLEGE (FOR SPECIAL ED CLASSROOM)
SANTA CLARA COUNTY OFFICE OF EDUCATION SITES

TO: THE SANTA CLARA COUNTY OFFICE OF EDUCATION

Pursuant and in compliance with your Instructions and Conditions and all other documents relating thereto, the undersigned offered, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is being done, and with the specifications and other contract documents, hereby proposed and agrees to perform within the time stipulated, in contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expandable equipment, and all utility and transportation services necessary to perform all of the work required in connection with Bid #B26A-13-14. All in strict conformity with the specifications and other contract documents, including addenda nos. 1, 4, and 6, on file at the Office of the Purchasing Manager of the Santa Clara County Office of Education.

BASE BID
In compliance with “Instructions and Conditions” and “Specifications” which we acknowledge to have reviewed and understand, we submit our Bid for the sums of:

SE Classroom at SJCC: $170,960

BID BOND
( ) CASHIER’S CHECK ( ) CERTIFIED CHECK (X) CONTRACTOR’S BOND
made payable to the order of the Santa Clara County Office of Education for the sum of:

10% Dollars ($17,096)

Not less than 10% of the amount of Bid

COMPLETION
My best completion date is 60 calendar days after receipt of order.

**TERMS**
Cash terms (if applicable) 1 % 10 Days

**FOB**
Destination

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**NO BID IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED AGENT FOR YOUR COMPANY.**

**SUBMITTED BY**

**FIRM NAME:** Guerra Construction Group

**ADDRESS:** 984 Memorex Dr

**CITY & ZIP:** Santa Clara CA 95050

**TELEPHONE:** 408-279-2027 **FAX:** 408-279-2044

**SIGNATURE:**

(Authorized Agent) **DATE:** 7/2/14

**NAME:** Jaime Guerra **TITLE:** President

(Please Print)

**NOTE:** If contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of authorized officers or agents and the document shall bear the corporate seal; if contractor is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if contractor is an individual, his signature shall be placed above.

**END OF SECTION**
ACKNOWLEDGMENT

State of California
County of _______________ Santa Clara _______________

On ___________________ before me, ____________
______________________________ (insert name and title of the officer)

personally appeared ____________ Jaime S. Guerra
who proved to me on the basis of satisfactory evidence to be the person(§) whose name(s) (©) are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(©) and that by his/her/their signature(s) on the instrument the
person(©), or the entity upon behalf of which the person(©) 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 ________________ (Seal)
AFFIRMATIVE ACTION EMPLOYMENT PROGRAM

APPROVED: January 13, 1976
BY: Santa Clara County Board of Education
SECTION 12, CONTRACT COMPLIANCE

12.1 The Santa Clara County Office of Education will maintain a list of minority businesses and businesses operated by women that will ensure that such businesses receive solicitations for Bids.

12.2 The Santa Clara County Office of Education will maintain a list of minority and woman consultants and will ensure that they are afforded equal opportunity for contracts.

12.3 The Santa Clara County Office of Education will notify its vendors, suppliers, and other contractors of its affirmative action program.

12.4 The Santa Clara County Office of Education will require the inclusion of the following equal opportunity clauses as a condition of all contracts in excess of $10,000.

During the performance of this contract, the contractor agrees as follows:

12.4.1 The contractor will not discriminate against any employee or applicant for employment because of race, creed, color sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and a selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

12.4.2 The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, physical handicap, sex, or national origin.

12.4.3 The contractor will show evidence of compliance with all provision of executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.4.3 In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contractor may be declared ineligible for further contracts with this office.
CERTIFICATE OF NONDISCRIMINATION BY SELLER

As a supplier of goods or services to the Santa Clara County Office of Education, the firm listed below certifies that it does not discriminate in its employment with regard to race, religion, creed, sex, national origin, or handicap; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services (especially those serving minority communities), and the minority communities at large.

2. To take affirmative steps to hire minority employees within the company.

FIRM NAME: Guerra Construction Group

TITLE OF OFFICER SIGNING: Jaime Guerra - President

SIGNATURE: 

DATE: 7/21/14
ACKNOWLEDGMENT

State of California
County of Santa Clara

On July 2, 2014 before me, Renee Lynn Hall, Notary
(insert name and title of the officer)

personally appeared Jaime S. Guerra, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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

(Seal)
BIDDING QUESTIONNAIRE

The Santa Clara County Office of Education is continually looking for ways to improve its Bidding procedures. Your assistance would be greatly appreciated. Please complete this questionnaire and return it with your Bid. If you will not be Bidding, please fold in three, staple and return to address above.

(Check all answers that apply)

1. How did you learn about this particular Bid? Email

__________________________

Personal contact from us? Pauline Torrez

__________________________

Other—please specify: ____________________________

2. If you do not plan to Bid, please explain why:

_________ Quantity too high/low.

_________ Cannot meet the specifications of the Bid.

_________ Not enough time allowed to complete Bid requirements

_________ Cannot meet the delivery date or the completion date.

_________ Cannot handle the order at this time.

_________ Bid and/or Performance Bond requirements too high.

3. Do you have any suggestions on how to improve our Bid process and/or the specifications? N/A

__________________________

4. Name of Your Company: Guerra Construction Group

__________________________

5. This Bid Number: Q50-13-14

__________________________

6. Title of Proposal: Portable Site Work at SJCC

__________________________

7. By and Title: Jaime Guerra - President

__________________________
CONTRACTOR'S CERTIFICATE

REGARDING WORKER'S COMPENSATION

Labor Code Section 3700.

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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.

Signature: __________________________
Jaime Guerra - President

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)
ACKNOWLEDGMENT

State of California
County of Santa Clara

On July 2, 2014 before me, Renee Lynn Hall, Notary

(personal name and title of the officer)

personally appeared Jaime S. Guerra, who proved to me on the basis of satisfactory evidence to be the person(x) whose name(s) 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(x), or the entity upon behalf of which the person(x) 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: [Signature]

(Seal)
DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 41007), Division 5, Title 1 of the Government Code of the State of California, and any amendments thereof, each contractor shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor’s total Bid; and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this Bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the prime contractor’s total Bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose Bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any on other than the original subcontractor listed in the original Bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor’s total Bid as to which his original Bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portions of the work in excess of one-half of one percent of the prime contractor’s total Bid as to which no subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity, and only after finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

LOCATION & PLACE OF BUSINESS

<table>
<thead>
<tr>
<th>PORTION OF WORK</th>
<th>SUBCONTRACTOR</th>
<th>OF BUSINESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Striping</td>
<td>Garcia Striping</td>
<td>Patterson, CA</td>
</tr>
<tr>
<td>Fencing</td>
<td>Cal West Fence</td>
<td>San Martin, CA</td>
</tr>
<tr>
<td>Electrical</td>
<td>Adept Electric</td>
<td>King City, CA</td>
</tr>
</tbody>
</table>

Guerra Construction Group

CONTRACTOR’S NAME

SIGNATURE
Jaime Guerra - President
ACKNOWLEDGMENT

State of California
County of Santa Clara

On July 2, 2014 before me, Renee Lynn Hall, Notary

(insert name and title of the officer)

personally appeared Jaime S. Guerra, 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 (Seal)
NONCOLLUSION DECLARATION

(To Be Executed By Contractor and Submitted With Bid)

I, ________________, Jaime Guerra, declare as follows:

That I am the President of Guerra Construction Group, the party making the attached Bid; that the attached 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 contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham Bid, or that anyone shall refrain from Bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other contractor, 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 contractor 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.

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

Executed this 2nd day of July, 2014, at Santa Clara, California.

Authority: Public Contract Code 7106
CCP 2015.5

Id5,p.2
ACKNOWLEDGMENT

State of California
County of Santa Clara

On July 2, 2014 before me, Renee Lynn Hall, Notary
(insert name and title of the officer)

personally appeared Jaime S. Guerra, who proved to me on the basis of satisfactory evidence to be the person whose name is 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 Renee Lynn Hall (Seal)
Bid Bond

CONTRACTOR:  
(Name, legal status and address)  
Guerra Construction Group  
984 Memorex Drive  
Santa Clara, CA 95050

OWNER:  
(Name, legal status and address)  
Santa Clara County Office of Education

SURETY:  
(Name, legal status and principal place of business)  
The Gray Insurance Company  
One East Camelback Road, Suite 550  
Phoenix, AZ 85012

BOND AMOUNT:  
ten percent of the bid amount (10%)

PROJECT:  
(Name, location or address, and Project number, if any)  
Portable Site Work at San Jose City College (For Special ED Classroom) Santa Clara County Office of Education Sites

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of June, 2014.

Guerra Construction Group  
(Principal)  
(Seal)

The Gray Insurance Company  
(Surety)  
(Seal)

SEE ATTACHED ACKNOWLEDGMENT  
(Witness)

ACKNOWLEDGMENT

State of California
County of Santa Clara

On July 2, 2014 before me, Renee Lynn Hall, Notary (insert name and title of the officer)

personally appeared Jaime S. Guerra who proved to me on the basis of satisfactory evidence to be the person(x) 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(x), or the entity upon behalf of which the person(x) 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 (Seal)
State of California
County of Santa Clara

On June 30, 2014 before me, Sarah M. Lorincz, Notary Public
personally appeared Danijela Mosunic

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: ____________________________

OPTIONAL: Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Bid Bond
Document Date: June 30, 2014
Number of Pages: 

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer’s Name: ____________________________

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

Signer Is Representing: ____________________________

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SARAH M. LORINCZ
Commission # 1980832
Notary Public - California
Santa Clara County
My Comm. Expires Jul 1, 2016

Signature of Notary Public
THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint Ronald G. Speno, Francis E. Cook, and Danijela Mosnic of San Jose, California jointly or severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $10,000,000. This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.

By: ____________________________

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest: ____________________________

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company

State of Louisiana
ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

By: ____________________________

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30th day of June, 2014.

Mark S. Manguno
Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company