

DOCUMENT 00 41 13

BID FORM

Name of Bidder: George Mitchell Builders Inc.

To: IMPERIAL UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT."

1. Pursuant to your Notice Calling for Bids and the other documents relating thereto, the undersigned Bidder, having become familiarized with the complete contract, as defined in the Agreement, the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required, including sheeting, shoring and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, in connection with the following:

Project: IMPERIAL UNIFIED SCHOOL DISTRICT  
RESIDENTIAL PROPERTY SITE CLEARING & IMPROVEMENTS

All in strict conformity with the complete contract, as defined in the Agreement, including Addenda Nos. 01, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, on file at the office of the said DISTRICT for the sum of:

BASE BID 1 One Hundred Twenty Nine Thousand Seven Hundred and <sup>00</sup>/<sub>100</sub>  
(\$ 129,700<sup>00</sup>)

Base Bid 1 shall include all work shown on contract documents for demolition of existing structures and site improvements and construction of new improvements including but not limited to the following

1. Remove all existing structures and concrete footings.
2. Remove existing fencing
3. Remove existing concrete hardscape
4. Remove existing landscaping
5. Cap existing water service
6. Provide new fencing and gates
7. Provide 6" of Class II base over entire property

ALTERNATE ADD 1 Seventeen Thousand Five Hundred Sixteen and <sup>00</sup>/<sub>100</sub>  
(\$ 17,516<sup>00</sup>)

Add to BASE BID

Alternate Add 1 shall include all work to remove 6" of existing soil and remove from site and provide 6" of Class II Base at area located on the West side of residential property including but not limited to the following.

1. Remove 6" of existing native soil
2. Provide 6" of Class II Base

ALTERNATE ADD 2 Nine Thousand Two Hundred Thirty and <sup>00</sup>/<sub>100</sub>  
(\$ 9,230<sup>00</sup>)

Add to BASE BID

Alternate Add 2 shall include all work to deliver (2) existing shade structures to west 15<sup>th</sup> Street including but not limited to the following.

1. Remove existing steel poles
2. Remove existing wood framed shade
3. Deliver steel poles and wood framed shades to 15<sup>th</sup> Street, Imperial

Each individual bid term shall be determined from visiting the work site, reviewing the plans and specifications and all other portions of the Project documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the contract, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, and bonds, insurance and submittals, all as per the requirements of the Project documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice Calling for Bids.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act.

5. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates of insurance. The bidder further agrees that the work under the contract shall be commenced by the bidder, if awarded the contract, on or before the TENTH (10) day after receiving the DISTRICT's Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

6. Communications conveying acceptance of bid, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name of all persons interested in the bid as principals are as follows:

Werner McChristy - President

Robert M. Prior - Vice Pres / Secretary

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

8. If the bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that

Robert M. Prior

Vice Pres / Secretary

, whose title is

, is authorized to act for and bind the corporation.

9. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4552).

10. It is understood and agreed that should bidder fail or refuse to return executed copies of the Agreement, Workers Compensation Certificate, insurance certificates, and required bonds to the DISTRICT within the time specified, the bid security shall be forfeited to the DISTRICT.

11. The undersigned hereby warrants that the bidder has an appropriate license, License No. 665-331, Class B-C10, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance under this contract, and that any and all subcontractors to be employed by the undersigned will have appropriate licenses.

12. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

13. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the District sufficiently comprehensive to permit an appraisal of bidder's ability to perform the contract.

14. The undersigned hereby warrants that all work shall be completed within THIRTY (30) consecutive calendar days from the date specified on the Notice to Proceed issued by the District. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of \$ 500.00.

15. The required non-collusion affidavit properly notarized is attached.

16. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

**Individual**

Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

**Partnership**

Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_, Partner  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Other Partners: \_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

**Corporation**

Name: George Mitchell Builders Inc.  
(a California Corporation)  
Business Address: PO Box 952  
Brawley CA 92227  
Telephone: (760) 344 5149  
Signed by: Werner M. Christy, President, Date: 6/20/18  
Print Name: Werner McChristy, President  
Signed by: Robert M. Prior, Secretary, Date: 6/20/18  
Print Name: Robert M. Prior, Secretary

[Seal]

**Joint Venturer**

Name: \_\_\_\_\_

Signed by: \_\_\_\_\_, Joint Venturer

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Other Parties to Joint Venture:

If an individual: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Doing Business as: \_\_\_\_\_;

If a Partnership: \_\_\_\_\_

Signed by: \_\_\_\_\_, Partner

Print Name: \_\_\_\_\_

If a Corporation: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Seal)

END OF DOCUMENT 00 41 13

DOCUMENT 00 43 13

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, George Mitchell Builders, Inc.,  
, as Principal, and The Ohio Casualty Insurance Company,  
Surety, are held and firmly bound unto the IMPERIAL UNIFIED SCHOOL DISTRICT, hereinafter called the  
DISTRICT, in the sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted  
to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United  
States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators,  
successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated

June 20, 2018, for: Residential Property Site Clearing & Improvements

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the  
opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is  
awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5)  
working days after the award of the contract, enter into a written contract with the DISTRICT, in accordance with the  
bid as accepted and give bonds with good and sufficient surety or sureties, as may be required for the faithful  
performance and proper fulfillment of such contract and for the payment for labor and materials used for the  
performance of the contract, then the above obligation shall be void and of no effect, otherwise to remain in full force  
and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or  
addition to the terms of the contract or the call for bids, 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 said contract or the call for bids, or to the work, or  
to the specifications.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay  
all costs incurred by the DISTRICT in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this day of  
June 14, 2018, the name and corporate seal of each corporate party being hereto affixed  
and duly signed by its undersigned authorized representative.

(Corporate Seal of  
Principal, if  
Corporation)

Principal (Proper Name of Bidder)

George Mitchell Builders, Inc.

By:

Signature

Robert M. Prior

Print Name

Robert M. Prior

Title

Vice Pres - Secretary

IMPERIAL UNIFIED SCHOOL DISTRICT  
RESIDENTIAL PROPERTY SITE CLEARING & IMPROVEMENTS

JUNE 2018

(Corporate Seal  
of Surety)

Surety

By:

The Ohio Casualty Insurance Company

Signature 

Print Name David K. Mahler

Title Attorney-In-Fact

Address 62 Maple Ave. Keene, NH 03431

Telephone No. (206) 473-6200

END OF DOCUMENT 00 43 13



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8051404

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint

David F. Druml, David K. Mahler

all of the city of Foster City, state of California and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of March, 2018



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 30th day of March, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of June, 2018.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



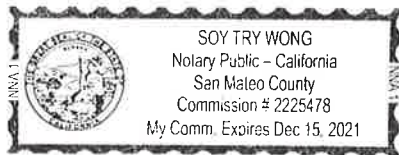
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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 San Mateo )On June 14, 2018 before me, Soy Try Wong, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared David K. Mahler  
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 [Signature]  
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: \_\_\_\_\_

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

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

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

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

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

DOCUMENT 00 45 13

INFORMATION REQUIRED OF BIDDERS

Imperial Unified School District  
219 North E Street  
Imperial CA 92251

A. DOCUMENTS SUBMITTED WITH BID FORM

1. Attachment - Document 004113 - Bid Form
2. Attachment - Document 004313 - Bid Bond
4. Attachment - Document 004336 - Designation of Subcontractors
3. Attachment - Document 004513 - Information Required of Bidders
5. Attachment - Document 004519 - Noncollusion Affidavit
6. Proof of DIR Registration

B. DOCUMENTS REQUIRED (10) DAYS AFTER AWARD

1. Attachment - Document 004526 - Contractors Cert. Workers Compensation
2. Attachment - Document 005213 - Agreement
3. Attachment - Document 006113.13 - Faithful Performance Bond
4. Attachment - Document 006113.16 - Payment Bond
5. Attachment - Document 006291 - Drug Free Workplace Certification

C. BIDDER REFERENCES AND RESPONSIBILITY INFORMATION

1. The Imperial Unified School District expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.
2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the contractor has previously performed work, reference checks and examination of all public records.
3. The bidder must provide the following information:

- a. Firm Name and Address:

George Mitchell Builders Inc.  
PO Box 952  
Brawley CA 92227

- b. Telephone: 760 344 5149

- c. Type of Firm: Individual ☐  
(check one) Partnership ☐  
Corporation ☒

- d. Contractor's License: Primary Class B - General Contractor

e. License No. 665-331 License Expiration Date: 3/31/19

f. Names and titles of all officers of the firm:

<u>Werner McChristy</u>	<u>President</u>
<u>Robert M. Prior</u>	<u>Vice Pres / Secretary</u>

g. Number of years as a contractor in construction of this type: 40

4. The bidder must also demonstrate knowledge of school construction techniques and should possess a working ability to perform similarly-sized construction work for a public agency. This knowledge and ability shall be shown by furnishing the name, current phone number, address, point of contact and scope of work for at least three (3) customers served within the past three (3) years with requirements similar to the needs of the District.

- a. FAILURE TO FURNISH THE REFERENCES (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

EXAMPLE: Your references should be listed in the following format (facts are example only)

- (a) Work for X Y Z Unified School District
- (b) Phone # (222) 123-4567
- (c) 999 Holly Drive, L.A., CA 92000
- (d) Contact: J.Q. Jones III at above #
- (e) Renovated Hills High in 1990 for \$1.3 Million.

Bidder's Name: \_\_\_\_\_

Reference #1

District or Entity: Brawley Elementary School District

Phone #: (760) 344 2330

Address: 261 D St. Brawley CA 92227

Name of Contact: \_\_\_\_\_

Scope of Work & \$ Amount: Roofing, Painting and Interior Office Improvements

\$ 177,548

Reference #2

District or Entity: City of Brawley

Phone #: (760) 344-2111

Address: 351 Main St. Brawley CA 92227

Name of Contact: Brett Houser

Scope of Work & \$ Amount: Police Dept. Replacement Generator  
\$86,910

Reference #3

District or Entity: Central Union High School District

Phone #: 760 336 4500

Address: 351 Ross Ave El Centro CA 92243

Name of Contact: Arnold Preciado

Scope of Work & \$ Amount: Site Improvements for Relocatable Classrooms  
\$369,130

END OF DOCUMENT 00 45 13

DOCUMENT 00 43 36

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) and any amendments thereof, each bidder 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 bidder (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 bidder (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 bidder's (prime contractor's) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid.

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

No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by any one 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 bidder's (prime contractor's) total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidder's (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, only after a finding reduced to writing as a public record of the District awarding this contract setting forth the facts constituting the emergency or necessity.

Note: If alternate bids are called for and bidder intends to use a different or additional subcontractor(s) on the alternates, a separate list of subcontractors must be provided for each such alternate. Identify additional list of subcontractors by Alternate Bid No. (form enclosed)

Note: Bidder is only required to provide Type of Trade, Lab or Service, Name of Subcontractor and City at time of bid opening. The successful bidder is required to provide additional information requested below within 24 hours of bid opening.

Type of Trade, Labor or Service	Name and License # of Subcontractor	City and Telephone #
Demo, Dirt Work	Pyramid Construction Lic # 866533	Heber (760) 337 5839
Fencing	All Valley Fence Lic # 895082	Imperial (760) 355 7007



IMPERIAL UNIFIED SCHOOL DISTRICT  
RESIDENTIAL PROPERTY SITE CLEARING & IMPROVEMENTS

JUNE 2018

Type of Trade, Labor or Service	Name and License # of Subcontractor	City and Telephone #

Dated: 6/20/18

Name of Bidder George Mitchell Builders Inc.

By: Robert M. Prior / Vice Pres

Robert M Prior  
(Signature of Bidder)

Print Name: Robert M. Prior

Address: 90 Box 952  
Brawley CA 92227

Telephone: (760) 344 - 5149

END OF DOCUMENT 00 43 36

DOCUMENT 00 45 19

NONCOLLUSION AFFIDAVIT  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code Section 7106)

State of California

County of Imperial

ROBERT M. PRIOR  
VICE - PRES of George Mitchell Builders

, being first duly sworn, deposes and says that he or she is 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.

Robert M Prior  
Signature of Bidder

NOTARY FOR NONCOLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[SEAL OF NOTARY]

please see  
attached  
CA. Jurat

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed Name of Notary

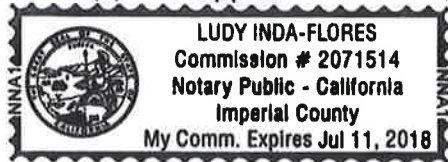
END OF DOCUMENT 00 45 19

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 Imperial

Subscribed and sworn to (or affirmed) before me on this 18  
day of June, 2018, by Robert M. Prior

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



(Seal)

Signature

A handwritten signature in cursive script, appearing to read "Ludy Inda-Flores", written over a horizontal line.

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
GEORGE MITCHELL BUILDERS INC	1000009894	IMPERIAL	BRAWLEY	06/19/2017	06/30/2018