

2023-01 BID FORM AND PROPOSAL (page 1 of 4)

To: Governing Board of Palo Verde Community College District ("District" or "Owner")

From: PRECISE BUILDERS INC DBA PRECISE COMMERCIAL BUILDERS INC.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to 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:

BID 2023-01 NEW CHILD DEVELOPMENT CENTER ("Project" or "Contract")

and will accept in full payment for that Work the following total Base Bid amount, all taxes and costs associated with Bonds included:

FORTY-TWO + 00/100

THREE MILLION EIGHT HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED

\$ 3,836,442.00

_____ dollars

Total Cost of Project

Breakdowns

_____ dollars \$ _____

Cost of Materials

_____ dollars \$ _____

Labor

_____ dollars \$ _____

Other: Please specify

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:

2. Allowance. The allowance/s listed on this Bid Form shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.
3. 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) is 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.
4. 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 Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. 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.
6. The liquidated damages clause, of **\$1,000.00 per day**, of the General Conditions and Agreement is hereby acknowledged.
7. The undersigned acknowledges that **ten percent (10%) retention** is required for this Project and agrees thereto.
8. 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 ninety (90) days.
9. The following documents are attached hereto:
 - **The Bid Bond (on the District's form) or other security**
 - **The Designated Subcontractors List**
 - **The Site-Visit Certification**
 - **The Non-collusion Declaration**
 - **Workers Compensation Certification**
 - **Prevailing Wage and Related Labor Requirement Certification**
 - **Disabled Veteran Business Enterprise Participation Certification**
 - **Drug-Free Workplace Certification**
 - **Tobacco-Free Environment Certification**
 - **Hazardous Materials Certification**
10. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>1-27-2023</u>	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____


11. Bidder acknowledges that the license required for performance of the Work is a "B" license.
12. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the applicable labor compliance program and directives of the Compliance Monitoring Unit of the Department of Industrial Relations. Contractors and subcontractors must register as Public Works Contractors with the Department of Industrial Relations.
14. 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. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. 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, Cal. 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.
17. 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 2ND day of FEBRUARY 20 23

Proper Business Name of Bidder PRECISE BUILDERS INC DBA PRECISE COMMERCIAL BUILDERS INC

Business Address of Bidder 4825 HIGHWAY 95 #2-242, FORT MOHAVE AZ 86426

Signature 

Typed written name and title of Signer PHILLIP EVERETT CEO

Taxpayer's Identification No. of Bidder 26-4536251

Telephone Number 928-704-6066

Fax Number 928-704-6067

E-mail peverett@precisebuildersinc.com Web page _____

Contractor's License No(s): No.: 1076765 Class: B Expiration Date: 6-30-2023
 No.: _____ Class: _____ Expiration Date: _____

Name of Corporation: PRECISE BUILDERS INC DBA PRECISE COMMERCIAL BUILDERS INC.

President: PHILLIP EVERETT

2023-01 New Child Development Center

Secretary: _____

Treasurer: _____

Manager: _____



(If Bidder is a corporation, affix corporate seal)

END OF DOCUMENT

00 43 13
BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as Precise Builders, Inc. as Principal ("Principal"),

and Merchants Bonding Company (Mutual) as Surety ("Surety"),
a corporation organized and existing under and by virtue of the laws of the State of Iowa and authorized to do business as a
surety in the State of California, are held and firmly bound unto the Palo Verde Community College District ("District") of Riverside County,
State of California as Oblige, in the sum of

Ten Percent of Bid Amount (\$ 10% of Bid Amount)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in
the accompanying bid as:

2023-01 NEW CHILD DEVELOPMENT CENTER

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the
prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two
bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other
conditions to the contract between the Principal and the Oblige becoming effective, or if the Principal shall fully reimburse and save harmless the
Oblige from any damage sustained by the Oblige through failure of the Principal to enter into the written contract and to file the required
performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Oblige becoming effective,
then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be
due immediately if Principal fails to execute the Contract within six (6) days of the date of the District's Notice of Award to Principal.

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 the 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 Oblige and judgment is recovered, the Surety shall pay all costs incurred by the Oblige in such
suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless
otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 31st
day of January, 2023

(Affix Corporate Seal)

Precise Builders, Inc.

Principal

By

(Affix Corporate Seal)

Merchants Bonding Company (Mutual)

Surety

By Taylor J. Wilstead, Agent & Attorney-in-Fact

Name of California Agent of Surety

1635 N. Greenfield Rd., Ste. 127, Mesa, AZ 85205

Address of California Agent of Surety

480-835-6745

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures.
The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alec Kleiner; Christopher D Morrow; Cynthia Kleiner; Taylor J Winstead

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

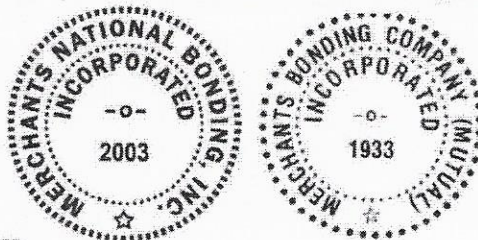
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.

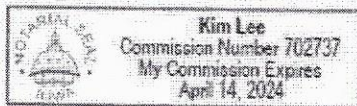


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

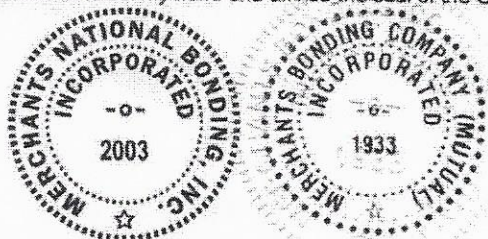


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 31st day of January, 2023.



William Warner Jr.
Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Merchants Bonding Company (Mutual)

of Iowa, organized under the laws of Iowa, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety, Liability, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 1st day of October, 2015, I have hereunto set my hand and caused my official seal to be affixed this 1st day of October, 2015.



Dave Jones
Insurance Commissioner

Valerie Sarfaty
for Nettie Hoge
Chief Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of Arizona }

County of Maricopa }

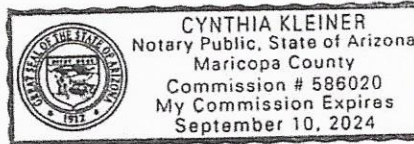
On January 31, 2023 before me, Cynthia Kleiner, Notary,
(Here insert name and title of the officer)

personally appeared Taylor J. Wilstead, Agent & Attorney-In-Fact,
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.

Cynthia Kleiner
Notary Public Signature Cynthia Kleiner



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond + POA
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 . Document Date 1/31/2023

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

_____ (Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other Agent

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

2023-01 NEW CHILD DEVELOPMENT CENTER

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid and the kind of Work that each will perform. Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.

In case more than one subcontractor is named for the same kind of Work, state the portion of Work that each subcontractor will perform.

Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: Energy Transfer Solutions Location: _____
Portion of Work: Electrical License # C10-1045602
DIR Number: PW-LR-100073
Cost: _____

Subcontractor Name: Dalinghaus Construction, Inc Location: _____
Portion of Work: Concrete foundation License # 983851
DIR Number: 1000031628
Cost: _____

Subcontractor Name: SpectraTurf Inc. Location: _____
Portion of Work: Resilient surfacing License # 854429
DIR Number: 100002615
Cost: _____

Subcontractor Name: USA Shade Location: _____
Portion of Work: Shade Structure License # 989458
DIR Number: 100003533
Cost: _____

Subcontractor Name: BeckCo, Inc Location: _____
Portion of Work: Abatement License # 831936
DIR Number: 1000012948
Cost: _____

Subcontractor Name: SLA Paving Inc. Location: _____
Portion of Work: Asphalt License # 919453
DIR Number: 100005902
Cost: _____

Subcontractor Name: D.J. Miller, Inc. Location: _____
Portion of Work: Grading, Demo, Site work License # 496451 A
DIR Number: 1000028704
Cost: _____

Subcontractor Name: _____ Location: _____
Portion of Work: _____ License # _____
DIR Number: _____

Cost: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____ License # _____

DIR Number: _____

Cost: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____ License # _____

DIR Number: _____

Cost: _____

Date: 2-2-2023

Proper Name of Bidder: PRECISE BUILDERS INC DBA PRECISE COMMERCIAL BUILDERS Inc.

Signature: 

Print Name: PHILLIP EVERETT

Title: CEO

END OF DOCUMENT

DOCUMENT 00 45 01
SITE-VISIT CERTIFICATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

2023-01 NEW CHILD DEVELOPMENT CENTER

Check whichever option applies:

I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the **Palo Verde Community College District**, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: 2-2-2023

Proper Name of Bidder: PRECISE BUILDERS INC. DBA PRECISE COMMERCIAL BUILDERS INC.

Signature: 

Print Name: PHILLIP EVERETT

Title: CEO

END OF DOCUMENT

NON-COLLUSION DECLARATION

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
Public Contract Code Section 7106**

2023-01 NEW CHILD DEVELOPMENT CENTER

The undersigned declares:

I am the CEO of PRECISE BUILDERS INC DBA PRECISE COMMERCIAL BUILDERS INC., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, 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 and that this declaration is executed on 2-2-2023 [date], at FORT MOHAVE [city], AZ [state]."

Date: 2-2-2023

Proper Name of Bidder: PRECISE BUILDERS INC DBA PRECISE COMMERCIAL BUILDERS INC.

Signature: 

Print Name: PHILLIP EVERETT

Title: CEO

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT/CONTRACT NO.: **2023-01 NEW CHILD DEVELOPMENT CENTER**

("Project" or "Contract") between Palo Verde Community College District ("District" or "Owner") and PRECISE BUILDERS INC. DBA PRECISE COMMERCIAL ("Contractor" or "Bidder"). Labor Code section 3700 in relevant part provides: BUILDERS INC.

Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by 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.

Date: 2-2-2023

Proper Name of Contractor: PRECISE BUILDERS INC DBA PRECISE COMMERCIAL BUILDERS INC.

Signature: 

Print Name: PHILLIP EVERETT

Title: CEO

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID


PROJECT/CONTRACT NO.: **2023-01 NEW CHILD DEVELOPMENT CENTER** between
Palo Verde Community College District ("District" or "Owner") and PRECISE BUILDERS INC DBA
PRECISE COMMERCIAL BUILDERS INC. ("Contractor" or "Bidder").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the labor compliance program. I certify that I and my listed subcontractors have registered with the Department of Industrial Relations as Public Works Contractors.

Date: 2-2-2023

Proper Name of Contractor: PRECISE BUILDERS INC DBA PRECISE COMMERCIAL BUILDERS INC

DIR Number: 1000905120

Signature: 

Print Name: PHILLIP EVERETT

Title: CEO

END OF DOCUMENT

DOCUMENT 00 45 46.03
DRUG-FREE WORKPLACE CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT/CONTRACT NO.: 2023-01 NEW CHILD DEVELOPMENT CENTER between
Palo Verde Community College District ("District") and PRECISE BUILDERS INC
DBA PRECISE COMMERCIAL BUILDERS INC. ("Contractor" or "Bidder").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.


I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: 2-2-2023

Proper Name of Contractor: PRECISE BUILDERS INC DBA PRECISE COMMERCIAL BUILDERS INC.

Signature: 

Print Name: PHILLIP EVERETT

Title: CEO

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT/CONTRACT NO.: **2023-01 NEW CHILD DEVELOPMENT CENTER** between Palo Verde Community College District ("District" or "Owner") and PRECISE BUILDERS INC DBA PRECISE COMMERCIAL BUILDERS INC. ("Contractor" or "Bidder").

This Tobacco-Free Environment Certification form is required from the Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: 2-2-2023

Proper Name of Contractor: PRECISE BUILDERS INC. DBA PRECISE COMMERCIAL BUILDERS INC.

Signature: 

Print Name: PHILLIP EVERETT

Title: CEO

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

2023-01 NEW CHILD DEVELOPMENT CENTER

between **Palo Verde Community College District** ("District" or "Owner") and PRECISE BUILDERS INC.
DBA PRECISE COMMERCIAL BUILDERS INC. ("Contractor" or "Bidder").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date:

2-2-2023

Proper Name of Contractor: PRECISE BUILDERS INC DBA PRECISE COMMERCIAL BUILDERS INC.

Signature:

Print Name:

PHILLIP EVERETT

Title:

CEO

END OF DOCUMENT