



March 1, 2023

**To:** Qualified General Contractor

**From:** Salvador Chavarin, Maintenance Supervisor for PACE Education Division

**Subject:** Request for Qualification and Cost Proposal for Head Start Renovation Project  
Located at 1713 West 108<sup>th</sup> Street Los Angeles, Ca 90047

Your company is invited to submit a qualification and cost proposal for the renovation of a stand-alone building into two (2) Head Start Classrooms, updated and enlarged restrooms and a utility room located in Los Angeles. The newly renovated classrooms will be located at the Faith United Methodist Church in the City of Los Angeles.

#### **Background Information**

Pacific Asian Consortium in Employment (PACE) is a not-for-profit community development organization founded in 1976. The organization provides services in the areas of workforce development, business development, energy and environmental services and housing services. PACE is also an operator of a Head Start/Early Head Start program with fifteen (15) preschool centers under its management. PACE is seeking to renovate an existing building with two (2) separate classrooms and one restroom that will meet current codes, licensing requirements for infants/toddlers, and ADA requirements. PACE intends to operate two (2) classrooms of 17 children each; capacity will be a maximum of 34 children.

#### **Scope of Work**

The scope of work shall include, but is not limited to, renovation of an existing building into two (2) Head Start classrooms, upgraded and ADA accessible restrooms, and a utility/storage room, installation of play structure, staff parking, pick up/drop off areas for parents, completing a permit application, working with City and fire department inspectors, time-line for project completion, all costs associated with the project, zoning applications, parking lot, space for outdoor playground, installation of new utilities, etc. The scope of work shall be for the renovations of the existing indoor and outdoor space that will be operated by PACE Education.

See attachment below for more detail scope of work

#### **PACE Head Start Classroom Renovation Project**

The space is located at Faith United Methodist Church at 1713 W. 108th Street Los Angeles, CA 90047. PACE is seeking to renovate an existing building into two (2) Head Start classrooms that will meet the current codes, licensing requirements, and ADA requirements.

### **Requirements for the Qualification and Cost Proposal**

See attached for a list of requested information and documents. This center will be operated using Federal funds. The cost proposal **MUST** incorporate The Davis Bacon Act prevailing wage compliance where applicable and be noted on the bid proposal.

### **Submission of Qualification and Cost Proposal**

A **mandatory** pre-bid conference and job walk will be held at **10:00AM on Tuesday March 7, 2023, at Faith United Methodist Church Learning Tree Site located at 1713 W. 108<sup>th</sup> Street, Los Angeles, CA 90047**. For inquiries, please contact Salvador Chavarin, Jr by email at [schavarin@pacela.org](mailto:schavarin@pacela.org) or Marcelino Flores by email at [mflores@pacela.org](mailto:mflores@pacela.org). Written proposals shall be submitted to the PACE Education Administrative offices located at **1055 Wilshire Blvd., Suite 1701, Los Angeles, CA 90017** and delivered to the attention of Salvador Chavarin, Jr., Education Division Maintenance Supervisor, in a sealed envelope no later than **Wednesday March 15, 2023 at 10:00AM**. A public bid opening will be conducted at **1055 Wilshire Blvd., Suite 1701, Los Angeles, CA 90017** and completed on **Wednesday March 15, 2023, at 10:00AM**.

It is expected that PACE will select the successful proposer no later than **Friday March 24, 2023**. The work shall begin as soon as possible after selection of the successful proposer is completed.

For additional information about PACE or about its Education Program, you may access information at our website at [www.pacela.org](http://www.pacela.org).

Thank you.

*Salvador Chavarin, Jr.*

Salvador Chavarin, Jr.  
Maintenance Supervisor, Education Division  
Pacific Asian Consortium in Employment (PACE)  
1055 Wilshire Blvd., Suite 1701  
Los Angeles, CA 90017  
Email: [schavarin@pacela.org](mailto:schavarin@pacela.org)

#### **Attachments:**

- (1) Project Description and Proposed Scope of Work
- (2) Notice Calling for Bids
- (3) Bid Form
- (4) Bid Bond Form
- (5) Plan Check Submittal Plans
- (6) Limited Asbestos and Lead-Based Paint XRF Survey Report dated 1/27/2021

## **Project Description and Detailed Scope of Work**

### **Existing Site Description**

1. The site is in the County of Los Angeles Building and Safety jurisdiction at 1713 West 108<sup>th</sup> Street, Los Angeles, CA 90047. A church congregation building and offices are also located at this site on the 2<sup>nd</sup> floor.
2. The current zone classification is Special Use. A Conditional Use Permit (CUP) was approved by the Los Angeles County Regional Planning Commission on January 17, 2023, and is included in the full architectural design set.
3. The existing site has an existing day care use associated with it. This portion of the building is currently not being used. The remodeled area is easily separated from the rest of the building. It can have a separate entrance and a 4' high wrought iron fence that will separate the church activities from the Head Start program play areas as well as a 6' high perimeter fence at the play yard.
4. There are stairs at the main entry, and the main double entry doors are not large enough to meet ADA guidelines. There is currently no ADA access to the Head Start classrooms. A non-conforming ramp and door are at the east side of the building.
5. Total square footage of the renovated area will be 4,197 SF.
  - a. The building currently has (2) approx. 600 SF classrooms. There are currently no sinks in any of the classrooms.
  - b. There are two restroom spaces, one for staff which is not accessible, and one for kids which is almost ADA accessible.
  - c. There are 4 office spaces on the north side of the building.
  - d. The existing building has a large kitchen and prep space on the north-east side of the facility. These spaces have asbestos tiles that will need to be removed. Some tiles are loose and broken.
6. The building does not have a fire alarm system nor fire sprinklers in the existing building.
7. The overall condition of the buildings is good. The facility was upgraded to meet electrical upgrades in 2019, per the owner. However, a permit was not issued for this work. There is currently no existing permit information nor existing plans that could be obtained. The roof appears to be in good condition.
8. The current facility has regular and accessible parking at the side of the property.
9. Parking for staff will be 1 per 500 SF of building area, or 2 per classroom; two classrooms will most likely require 3 parking stalls (including one accessible stall). Site parking is available at the rear of the church.
10. Existing utilities, phone and power are available at the building. New services will not need to be brought in. Power upgrades are not anticipated at this time.
11. The existing site has a wireless cell tower transmitter on the west end of the building.
12. There is no exterior playground on the existing site.

### **Proposed Renovations**

1. A new ADA van parking at the front of the facility will be served by a new paved driveway. Signage will also be provided.
2. A new concrete ramp will be provided at the new main entry gate. This ramp will connect to the new landing to provide ADA access into the main entry of the school site. Site work will also include the replacement portions of the sidewalk needing repair due to cracks or upheaval.
3. A new Wheelchair lift will be provided in an adjacent room to the main stair to provide an accessible path of travel (POT) to the main lobby area.
4. Each preschool classroom will have a capacity of 17 children in each classroom (34 total capacity). All finishes in the existing rooms, including new sheet flooring, new paint on the walls and new LED lighting. New sheet vinyl will be installed where the floor is wood floor is now. Lighting will be upgraded to energy efficient type; and paint will be applied where applicable. Interior work at the classrooms will require new cabinets and sinks at each of the classrooms.
5. The existing staff toilet will be remodeled to meet ADA standards.
6. The existing children's toilet room serving Classroom no.1 will be remodeled to accommodate ADA access. Existing fixtures at this toilet can remain. A new door to the second-floor stairs will be added at this location to separate the school from the church offices above.
7. We will be adding one additional student accessible restroom to serve the west Classroom no. 2.
8. Offices will receive new wall finishes and new surface mounted LED lighting. Data conduits will be provided for owner provided data connections to the offices. Offices will receive new wall mounted AC units for heating and air conditioning. A new laundry area will be provided including a washer and dryer area.
9. The pantry area will be renovated to provide for a new commercial refrigerator, and residential cooktop range, oven, and dishwasher spaces. New cabinetry and kitchen sink will be provided. Heating and Air Conditioning will be provided.
10. The existing storage area will be converted to a staff work room area.
11. A new addressable fire alarm system will be installed serving both the church and the childcare center.
12. The west side of the lawn area fronting 108<sup>th</sup> street will be converted into the childcare playground. It will be leveled off and a new blacktop area. This will have a turfed area for the play structure, with a new shade structure to provide shade. A 4' high wrought iron fence will be installed to separate the area from the church.
13. A revision to sewer line is not anticipated at this time; as the toilet rooms are existing. Internal sewer line modifications are necessary to accommodate the new toilet room layouts and sinks for the pantry and the classrooms.
14. New signage will be provided for all room identification, directional signage, and parking signage to meet current codes.

### REQUIREMENTS FOR QUALIFICATION AND COST PROPOSAL

Proposer: \_\_\_\_\_

1. Name, address and brief description of company
2. Resumes of personnel to be assigned to this project
3. Related project/areas of experience on which the firm as performed similar work or had experience during the last two (2) years.
  - a. Include projects where architectural/engineering services relating to design and construction where performed
  - b. Include examples of other projects that are similar in scope to this one
  - c. Include examples of project budgeting, cost estimating and results.
4. You are invited to include a maximum one (1) page of information not covered above that you feel may be useful and applicable to this project.
5. Your cost proposal **MUST** include The Davis Bacon Act prevailing wage compliance information, if applicable.
6. Your estimated timeline of scope of work and projected completion timeline.



March 1, 2023

DropBox Link to the following Attachments:

<https://www.dropbox.com/sh/9vu20hkywjxiar/AAAbHyRU-2ipmMKNnpBX0Jdla?dl=0>

- (1) Approved Plans BLDC201224001449
- (2) Landscape Plans
- (3) Specifications
- (4) Limited Asbestos and Lead-Based Paint XRF Survey Report dated 1/27/2021

**PACE EDUCATION  
NOTICE CALLING FOR BIDS  
ML Architecture**

In accordance with Public Contract Code 20111, Notice is hereby given that PACE EDUCATION, hereinafter referred to as PACE (Pacific Asian Consortium in Employment), will receive up to, but no later than **March 15, 2023 at 10:00AM** sealed bids for the award of a contract for:

**RENOVATION OF HEAD START FACILITY AT  
PACE LEARNING TREE HEAD START  
1713 WEST 108<sup>TH</sup> STREET LOS ANGELES, CA 90047**

A mandatory pre-bid conference and job walk will be held at **10:00AM on Tuesday March 7, 2023**, at Faith United Methodist Church/PACE Learning Tree Head Start located at **1713 W. 108<sup>th</sup> Street, Los Angeles, CA 90047**, for the purpose of discussing the bid documents, answering questions, and viewing the site. Any questions regarding specifications of the project or how to obtain documents can be directed to Salvador Chavarin, Jr. at [schavarinjr@pacela.org](mailto:schavarinjr@pacela.org) or Mun Leu at ML Architecture at [mleu@mlarchitecture.com](mailto:mleu@mlarchitecture.com).

All bids shall be made and presented on a form furnished by PACE. Bids may be hand delivered to PACE Education, located at 1055 Wilshire Blvd., Suite 1701, Los Angeles, CA 90017 and marked to the attention of Salvador Chavarin, Jr., Maintenance Supervisor. Mailed bids are to be addressed to PACE Education, Attn: Salvador Chavarin, Jr., Maintenance Supervisor, 1055 Wilshire Blvd., Suite 1701, Los Angeles, CA 90017. Bids shall be opened and publicly read aloud on **March 15, 2023, at 10:00AM** at the **PACE Administrative Offices located at 1055 Wilshire Blvd., Suite 1701, Los Angeles, CA 90017**. Bids received after the deadline will not be considered and will be returned unopened.

Each bidder shall possess, at the time the bid is awarded, a valid "A" or "B" Class license pursuant to Public Contract Code Section 3300. The successful contractor shall maintain the license throughout the duration of the contract. Small businesses and firms owned and controlled by women, minorities and persons with disabilities and/or disabled veterans are encouraged to participate in this solicitation. Bidders who do not meet the above criteria, are strongly encouraged to solicit these businesses/firms as subcontractors.

This is a federal-funded project and all federal guidelines shall apply, including but not limited to, Fair Labor Standards Act of 1938, McNamara-O'Hara Service Contract Act of 1965, Contract Work Hours and Safety Standards Acts, Walsh-Healey Public Contracts Act, and Copeland Anti-Kickback. The current Wage Determination rates shall be according to the Davis-Bacon Act. To find out more about the Davis-Bacon Act go to <http://www.dol.gov/whd/contracts/dbra.htm>.

Each bid must conform and be responsive to the bid documents and require a bid bond in the amount not less than ten percent (10%) of the maximum amount of the bid.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for opening of bids. During this time, all bidders shall guarantee prices quoted in their respective bids.

Salvador Chavarin, Jr.  
Maintenance Supervisor, Education Division



Pacific Asian  
Consortium  
in Employment

## BID FORM

**PACE Education  
1055 Wilshire Blvd.  
Suite 1701  
Los Angeles, CA 90017  
(213) 989-3244**

**Contractor:** \_\_\_\_\_

**Project Title:** PACE Learning Tree Renovation Project

**“Company” wishing to bid for the above-referenced project (“Project”) must submit their Guaranteed Maximum Price (“Bid(s)”) on this Bid Form. Only bids which are submitted on this Bid Form will be accepted. This entire Bid Form must be completed and delivered in the manner specified in the Notice Inviting Proposal (“NIP”) which was issued by PACE in connection with the Project. This Bid Form must be submitted to the “Place of Bid Receipt” and by the “Bid Submission Deadline” specified in the NIP. When submitting this Bid Form, the “Company” must include, in the same submission as this Bid Form, the other documents required by the Notice. “Company” should carefully review the NIP when completing and submitting this Bid Form and related documents. Failure to properly submit and complete the entire Bid Form and all of the other documents as required by the NIP and the may invalidate the bid and cause PACE to reject the bid as non-responsive.**

1. **Identity of Company.** The legal name, address and other information identifying the “Company” who is submitting this Bid Form (“**Company**”) is as follows:

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

Type of Entity (*check one*): ☐ Corporation  
☐ General Partnership  
☐ Limited Partnership  
☐ Limited Liability Partnership  
☐ Limited Liability Company  
☐ Individual  
☐ Other (specify): \_\_\_\_\_

State in which “Company” was organized (if “Company” is an entity) or in which “Company” resides (if “Company” is an individual) (*check one*)

☐ California ☐ Other (specify): \_\_\_\_\_



“Company’s” Street Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

“Company’s” Street Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

“Company’s” Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

“Company’s” Fax Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

“Company’s” Email Address: \_\_\_\_\_

“Company’s” Federal Tax Identification Number (or Social Security Number: \_\_\_\_\_

“Company’s” California State Contractor’s License Number: \_\_\_\_\_

Class of “Company’s” California State Contractor’s License: \_\_\_\_\_

Name of person or entity on California State Contractor’s License: \_\_\_\_\_

Effective/Expiration Dates of California State Contractor’s License: \_\_\_\_\_

Name under which “Company” does business (if different from “Company’s” legal name):

Name to whom checks are to be made payable to (if different from “Company’s” legal name):

2. **Submission of Bid.** The “Company” hereby submits this bid to PACE and agrees to perform the work required by the “Contract” as that term is defined in the Notice Inviting Bid for the construction of the Project, at the Bid Price specified in Section 6 below and subject to all of the terms, conditions, representations and warranties set forth in this Bid Form.

3. **Bid.** As used in this Bid Form, the “Company’s” “Bid” is:

\_\_\_\_\_ Dollars and \_\_\_\_\_  
\_\_\_\_\_ Cents (\$\_\_\_\_\_).

PACE RESERVES THE RIGHT TO EXERCISE THE 90 DAY CLAUSE IN THE BID. THE WHOLE BID MAY BE HELD UP TO 90 DAYS FROM THE DATE OF BID OPENING, OR THE BASE BID MAY BE AWARDED, AND THE ALTERNATES, IF ANY, MAY BE HELD FOR FUTURE AWARD, ADDING TO, BY AMENDMENT, THE ORIGINAL AGREEMENT, WITHIN 90 DAYS FROM THE DATE OF THE BID OPENING. PACE RESERVES THE RIGHT TO CONTRACT WITH MULTIPLE CONTRACTORS FOR VARIOUS SITES. FURTHERMORE, PACE RESERVES THE RIGHT TO AWARD BASED ON PRICE, QUALIFICATIONS, PREQUALIFICATION PROCESS, ETC.

4. **Bid Bond.** A bid bond shall be provided and part of this bid and which will be in the same amount of the bid in item 3.

5. **Representations of “Company” in Connection with Bid Price.** The “Company” hereby acknowledges, represents and warrants to PACE that the “Company’s” calculation of its Bid and any Alternate Bids, if applicable has been based, among other things, on the following, all of which are true and correct:

5.1. **Familiarity with Project Documents.** The “Company” is familiar with all of the Project Documents, and the Bid, and each line-item component comprising the same has to the extent deemed necessary by the “Company” been determined based on the “Company” review of the Plans and Specifications and all other Project Documents.

5.2. **Familiarity with Local Condition.** As to the work which is to be done by or under the control of the successful “Company” pursuant to the Project Documents, the “Company” is familiar with the local conditions affecting both the performance and the cost of that work at the place where the work is to be performed. The Bid and each line-item component comprising the same has to the extent deemed necessary by the “Company” been determined based on the “Company’s” visits to the Project site and the “Company’s” familiarity with said conditions.

5.3. **Performance of Work.** The “Company” hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, all of the general contractor’s obligations and duties thereunder, including without limitation the obligations to furnish, provide and pay for any and all of the labor, materials, tools, expendables, equipment, facilities, utility and transportation services, applicable taxes, bonds, insurance policies, and incidental items necessary to perform the entire “**Contract**” (as that term is defined in the Information for Proposal) and to complete in a good workmanlike manner all of the work required to build the Project in strict conformity with the Project Documents and with any legal requirements related to that performance completion.

5.4. **Addenda.** The “Company” acknowledges receipt of all of the following Addenda issued by PACE in connection with the Project which modify and are included as a part of the Project Documents:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_;

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_;

*(Attach additional sheets if necessary to describe additional Addenda issued by PACE)*

6. **Bid Price.** The “Company” shall submit unit pricing reflecting all material, labor, and equipment cost.

7. **PACE’s Right to Reject Bid.** The “Company” understands that PACE reserves the right to reject this bid for reasons specified in the Notice, in the Information for Proposal, in this Bid Form, and as otherwise authorized by applicable law.

8. **Withdrawal of Bid.** The “Company” understands that “Company” may withdraw this bid at any time before the “Date and Time of Bid Opening” identified in the Notice, but that it may not withdraw this bid at any time within ninety (90) consecutive calendar days following the Date and Time of Bid Opening.

9. **Documents and Items Submitted with this Bid.** The following documents and items are hereby submitted to PACE (denoted with an asterisk, “\*”) along with this Bid Form (if applicable).

9.1. **\*Section 00310 – Substitution Request Form;**

10. **Execution of Documents and Commencement of Work Following Award of Contract.**

If PACE decides to accept this bid and award the Contract for the Project to the “Company,” then within ten (10) consecutive calendar days after PACE delivers written notice of such acceptance and award to the “Company,” the “Company” will execute and deliver to PACE the Bonds, Worker’s Compensation Certificate, Copy of License, and General Liability Insurance Certificate and all other Project Documents required by the Request for Proposal to be executed and delivered to PACE at that time. The “Company” further agrees to commence the work required under the Contract not later than ten (10) consecutive calendar days after PACE delivers to the “Company” a “Notice to Proceed” with the Project, which notice shall be in such form and content as determined by PACE unless otherwise specified in the Contract.

11. **Time for Completion.** PACE may give **Notice to Proceed** within ninety (90) consecutive calendar days of the award of the Contract by PACE. Once the Contractor has received the Notice to Proceed, the Contractor shall complete the work in the time specified in the Contract.

11.1. In the event that PACE desires to postpone giving the Notice to Proceed beyond this three-month period, it is expressly understood that, with reasonable notice to the Contractor, giving the Notice to Proceed may be postponed by PACE. It is further expressly understood by the Contractor that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the Notice to Proceed.

11.2. If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the Contract with written notice to PACE within ten (10) consecutive calendar days after receipt by the Contractor of PACE's Notice of Postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contractor as a result of postponement by PACE, PACE shall only be obligated to pay the Contractor for work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a Notice of Postponement, PACE shall have the authority to award a contract and the Project to the next lowest responsible "Company."

12. **Delivery of Notices to Company.** Written communications conveying acceptance of bid, request for additional information or other correspondence should be mailed, delivered, faxed or emailed to the "Company" at the addresses set forth in Section 1 above.

13. **Principals of "Company."** The name of all of the "Company's" shareholders, partners, members or other persons having an ownership interest in the "Company" or otherwise having an interest as principals in this bid or in the "Company" are as follows:

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*(Attach additional sheets if necessary)*

14. **Assignment of Rights.** In submitting this bid, the "Company" offers and agrees (as required by Public Contract Code Section 7103.5(b) and Government Code Section 4552) that if the bid is accepted, the "Company" will assign to PACE all rights, title and interest in and to all causes of action the "Company" may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Sections 16700 *et seq.*) arising from purchases of goods, materials, or services by the "Company" for sale to PACE pursuant to the bid. Such assignment shall be made and become effective at the time PACE tenders final payment under the Contract, without further acknowledgement by the "Company" or PACE.

15. **"Company's" License.** The "Company" hereby represents and warrants that (a) it has been issued a California State Contractor's License, (b) the number and class of that license are accurately set forth in Section 1 above, (c) the license is in full force and effect and will remain in full force and effect throughout the term of the Contract, (d) the license entitles the "Company" to perform and otherwise provide the work required under the Contract (all of the Project

Documents), and (e) any and all subcontractors to be employed or engaged by the “Company” will have appropriate licenses.

16. **Compliance with Immigration Reform and Control Act.** The “Company” hereby certifies that it is, and at all times during the term of the Contract shall be, in full compliance with the provisions of the Federal Immigration Reform and Control Act of 1986 (Public Law 99-603) (“IRCA”) in the hiring of its employees, and the “Company” shall indemnify, hold harmless and defend PACE against any and all actions, proceedings, penalties or claims arising out of the “Company’s” failure to comply strictly with the IRCA. The successful “Company” hereby agrees that, at all times during the term of the Contract, it will maintain and require any and all subcontractors performing work on the Project to maintain proof of either citizenship or eligibility to work in the United States for all workers employed by the successful “Company” and subcontractors.

17. **Financial Information.** If requested by PACE, the “Company” shall furnish financial statements (in addition to any which may be enclosed herewith pursuant to Prequalification references, and other information required by PACE sufficiently comprehensive to permit PACE to appraise the “Company’s” ability to perform the obligations required under the Contract (all of the Project Documents).

18. **Warranty Regarding Completion Date.** The “Company” hereby represents and warrants that: (1) the Contract duration stated in the Project Documents is reasonable and sufficient for the Contractor to perform and complete all of the Work and Work Activities required by the Contract; (2) that if PACE awards the Contract to the “Company,” the “Company” shall cause all work required under the Project Documents to be completed by the Completion identified in the Notice; and (3) that “Company” understands and acknowledges that the Contract duration stated in the Project Documents is of the essence in achieving final completion of the Project within that time frame. The “Company” also agrees that failure to complete said work by the Completion Date will result in the imposition of liquidated damages in the amounts specified.

19. **Change Orders.** All requests for information, requests for clarification, requests for interpretation, and proposed change orders must be submitted in the form(s) set forth in the Project Documents and must otherwise comply with the provisions of the Lease-leaseback. The amount of allowable charges submitted pursuant to a change order shall be limited to the changes allowed as specified.

20. **False Claims.** The “Company” is familiar with Government Code Sections 12650, et. seq., and Penal Code Section 72 and understands that false claims can lead to imprisonment.

[Signatures on Next Page]



ALL SIGNATURES MUST BE PERMANENT **BLUE INK**

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.

Dated: \_\_\_\_\_, 20\_\_\_\_

*(The “Company” should refer to Section 8 of the Information Proposal to determine the number of identities of the persons who must sign this Bid Form on behalf of the “Company.” Attach additional signature pages if this page does not contain enough spaces for all necessary signatures. If this Bid Form is not signed by all of the appropriate persons, the bid may be deemed invalid and may be rejected by PACE as non-responsive.)*

Name of “Company”: \_\_\_\_\_

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

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

Name: \_\_\_\_\_  
(Printed Name here)

Name: \_\_\_\_\_  
(Printed Name here)

Title: \_\_\_\_\_  
(i.e., President, General Partner, etc.)

Title: \_\_\_\_\_  
(i.e., President, General Partner, etc.)

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

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

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

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

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

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

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

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

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

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

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

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



## SECTION 00310

### SUBSTITUTION REQUEST FORM

**PACE Education**  
**1055 Wilshire Blvd.**  
**Suite 1701**  
**Los Angeles, CA 90017**  
**(213) 989-3244**

**Contractor:** \_\_\_\_\_

**Project Title: PACE Learning Tree Renovation Project**

Pursuant to Public Contract Code Section 3400, bidder hereby requests substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction, provided that such articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction have not been specified as items that cannot be substituted (See Article 4 of the General Conditions).

Specified Item	Requested Substituted Item	Agree to Provide Specific Item In the Event Request is Denied (circle one)		PACE Decision (circle one)	
		Yes	No	Grant	Deny
1. _____		Yes	No	Grant	Deny
2. _____		Yes	No	Grant	Deny
3. _____		Yes	No	Grant	Deny
4. _____		Yes	No	Grant	Deny
5. _____		Yes	No	Grant	Deny
6. _____		Yes	No	Grant	Deny
7. _____		Yes	No	Grant	Deny
8. _____		Yes	No	Grant	Deny

**Provided that such articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction have not been specified as items that cannot be substituted (See Article 4 of the General Conditions), Substitution requests must contain all of the foregoing:**

This Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to PACE; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and (6) will require no change of the construction schedule.

The undersigned stated that the following paragraph, unless modified on attachments, are correct:

1. The proposed substitution does not affect the dimensions shown on the drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.

Name of Bidder: \_\_\_\_\_

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

PACE Representative: \_\_\_\_\_

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



## PACE LEARNING TREE BID

Bid Breakdown (Continuation Sheet)					
	Category				Costs
Division 1 - General Conditions					
	Temporary Facilities				
	Insurance and Bonds				
Division 2 - Existing Conditions					
	Demolition Bldg				
	Demolition Site				
	Grading				
	Disposal Costs/Fees				
Division 3 - Concrete					
	Exterior Concrete work				
	Retaining walls				
Division 5 - Metals					
	Metal rails				
Division 6 - Wood					
	Framing				
	Casework				
Division 7 - Waterproofing					
	Slab waterproofing				
Division 8 - Openings					
	Doors and Hardware				
Division 9 - Finishes					
	Flooring				
	Paint				
	Gypboard				
	Toilet room finishes				
	Ceilings				
Division 10 - Specialties					
	Toilet Accessories				
	Signage				
Division 11 - Equipment					
	Chair Lift				
	Chair lift framing/installation				
	Playstructure				
	Playstructure Matting				
	Shade Structure				
Division 12 - Furnishings					
	Window blinds				
	Wood Casework				
Division 22 - Plumbing					
	Interior Plumbing				
Division 23 - HVAC					
	Offices HVAC				
	Classrooms HVAC				

# **PACE LEARNING TREE BID**

Bid Breakdown (Continuation Sheet)					
	Category				Costs
	Kitchen and Staff work room HVAC				
	Toilet rooms Exhaust				
Division 26 - Electrical					
	Electrical Demolition				
	New Electrical				
	Lighting				
Division 28 - Fire Alarm					
	Fire Alarm				
Division 31 - Earthwork					
	Site Clearing and Grading				
	Concrete Flatwork				
	Asphalt paving				
	Erosion Control				
Division 32 - Site Improvements					
	Fences and Gates				
	Security System				
	Landscaping				
Contractor OH/Profit					
Insurance/ Bonds					
Total Bid					\$0.00



Pacific Asian  
Consortium  
in Employment

# BID BOND FORM

**PACE Education**  
**1055 Wilshire Blvd.**  
**Suite 1701**  
**Los Angeles, CA 90017**  
**(213) 989-3244**

## Project Title: PACE Learning Tree Renovation Project

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
 \_\_\_\_\_ (Contractor) as Principal  
 (hereinafter called the “**Principal**”) and \_\_\_\_\_  
 \_\_\_\_\_ as Surety, (hereinafter called the “**Surety**”) are held and firmly  
 bound unto PACE in the penal sum of \_\_\_\_\_  
 Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for  
 the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
 administrators, assigns, and successors, jointly and severally, firmly by these presents. The  
 condition of this obligation is such that whereas the Principal has submitted the accompanying Bid  
 dated \_\_\_\_\_, 20\_\_\_\_, for the construction of:

**Project Title:** \_\_\_\_\_

NOW THEREFORE, if PACE accepts the Principal's bid, and if within ten (10) consecutive calendar days thereafter the Principal enters into the Contract with PACE in accordance with the bid as accepted, and if by no later than said tenth (10) consecutive calendar day the Principal shall give to PACE the required surety bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract, and for the prompt payment of labor and material furnished in connection with that contract, or in the event of the failure of the Principal to enter into such Contract and to give such bonds, if the Principal shall pay to PACE within ten (10) consecutive calendar days after PACE's request the difference between the amount specified in the bid and the amount for which PACE may in good faith contact with another party to perform the work covered by the bid, then the above obligation shall be void and of no effect, otherwise it shall remain in full force and effect.

Forfeiture of this bond shall not preclude PACE from seeking any or all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing, and this bond shall not be a limitation on the Principal's liability therefore.

Upon PACE's request, the Surety will provide PACE with all of the documents specified in subdivision (a) of California Code of Civil Procedure Section 995.660.

If PACE is required to initiate legal proceedings to recover on this bond, it may also recover (in addition to any other relief to which it may be entitled) all reasonable costs and expenses incurred in connection with those legal proceedings, including, without limitation, reasonable attorneys' fees, accountants' fees and experts' fees, even if such reasonable costs and expenses exceed the penal sum of this bond.

Any claims under this bond may be addressed to the Surety at the following address:

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Attention: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fax No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email Address: \_\_\_\_\_

(Name and Address of agent or representative for service of process in California if different from above)

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Telephone Number of Surety and agent or representative for service of process in California)

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IN WITNESS WHEREOF the above-bounded parties have executed this instrument on \_\_\_\_\_, 20\_\_\_\_.

**“Principal”**

**“Surety”**

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

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

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

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

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

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

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

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

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

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

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

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

*Attach evidence (in the form of a Power of Attorney or some other evidence satisfactory to PACE) that the Surety’s signatory or signatories who have signed this bond on behalf of the Surety are authorized by the Surety to do so and to bind the Surety to the obligations set forth herein.*

### **IMPORTANT**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety’s name must also appear on the Treasury Department’s most current list (Circular 570 as amended).