

BID NO: **5102018**

BID FORM AND DESIGNATION OF CONTRACTORS

TO: La Canada Unified School District, acting by and through its Governing Board, herein called the "District".

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes 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 any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with Project Bid **#5102018** all in strict conformity with the drawings and specifications and other contract documents on file at the office of the Assistant Superintendent of this District for the sum of \$1,188,629.00 <sup>One Million One Hundred Eighty Eight Thousand Dollars</sup> <sub>Six Hundred Twenty Nine</sub>
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It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.
3. The required bid security is hereto attached.
4. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned 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of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the District the Performance Bond and Payment Bond as specified, all within five (5) days after receipt of notification of award, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's notice to the Contractor to proceed, and shall be completed by the Contractor in the time specified in the contract documents.
5. All notices or other correspondence should be addressed to the undersigned at the address stated below. CHAPMAN COAST ROOF CO., INC.  
2301 E. ORANGETHORPE AVENUE, FULLERTON, CA 92831
6. The names of all persons interested in the foregoing proposal as principals are as follows:

**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 copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

**Individual / Company Name and Address**

Chapman Coast Roof Co., Inc. \_\_\_\_\_

Dave Chapman, President \_\_\_\_\_

Linda Dominguez, Secretary/Treasurer \_\_\_\_\_

Julio Gonzalez, Vice President \_\_\_\_\_

7. The undersigned holds a license Class C39 License No. 927543 which is to expire on 01/31/2019.
8. In the event the bidder to whom Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the District may declare the Bidder's bid deposit or bond forfeited as damages.
9. Pursuant to Section 4552 of the Government Code, in submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with section 167001 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or service 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 to the bidder.
10. Designation of Subcontractors
  - a. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code §4100 et seq.) and any amendments thereof, each bidder shall set forth below (1) the name and the location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the prime contractor's total bid, and (2) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in this bid.
  - b. If a prime contractor fails to specify a subcontractor or if a 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 prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

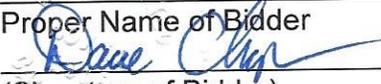
- c. No prime contractor whose bid is accepted shall (1) substitute any subcontractor, (2) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (3) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent (.5%) of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract, setting forth the facts constituting the emergency or necessity.

<u>Portion of Work</u>	<u>Subcontractor</u>	<u>Location and Place of Business</u>
ROOF DEMO	KLONDIKE CONSTRUCTION SERVICES INC. LICENSE # 990645	10016 PIONEER BLVD STE 102 SANTA FE SPRINGS, CA 90670 / (626) 851-4747
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I certify that the representations made in this bid are made under penalty of perjury under the laws of the State of California

Linda Dominguez, Secretary/Treasurer  
 Name  
2301 E. Orangethorpe Avenue, Fullerton, CA 92831  
 Address

Dave Chapman, President  
 Name  
2301 E. Orangethorpe Avenue, Fullerton, CA 92831  
 Address

Chapman Coast Roof Co., Inc.  
 Proper Name of Bidder  
  
 (Signature of Bidder) Dave Chapman,  
 President

5/14/2018  
 Date

**NOTE:**

If bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is a individual, his signature shall be placed above.

2301 E. Orangethorpe Avenue

Street Address

Fullerton, CA 92831

City and State

( 714 ) 738-6611

Telephone

**CONTRACTOR'S CERTIFICATE**  
**REGARDING WORKMEN'S COMPENSATION**

Labor Code Section 3700:

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 in one or more insurers duly authorized to write compensation insurance in this State.
  
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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



Dave Chapman, President

\_\_\_\_\_  
Signature of Contractor

Chapman Coast Roof Co., Inc.

\_\_\_\_\_  
Company Name

2301 E. Orangethorpe Avenue, Fullerton, CA 92831

\_\_\_\_\_  
Address

5/7/2018

\_\_\_\_\_  
Date

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

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED  
BY BIDDERS AND SUBMITTED WITH BID**

LINDA DOMINGUEZ, being first duly sworn, deposes and says that he or she is SECRETARY/TREASURER of 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.

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

5/7/2018  
(Date)

  
(Signature)

LINDA DOMINGUEZ,  
SECRETARY/TREASURER

BID BOND

Chapman Coast Roof Co., Inc.

as

Principal, and Great American Insurance Company

a corporation organized and existing under the laws of the State of California, legally

doing business in California as an admitted surety insurer at 750 The City Drive South, Suite 470, Orange

State of California, as Surety, are indebted to La Canada Unified School District in

the sum of Ten Percent of the Total Amount Bid Percent (10 %) of the TOTAL AMOUNT OF THE BID of the Principal submitted to the District for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

The condition of the obligation of this bond is that the principal has submitted to the

accompanying bid, dated May 10th, 2018, for project referred to as:

LCUSD Summer 2018 Roofing Projects

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 therefor, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the bid as accepted and give bond 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, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise 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 a suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and

Surety above-named on the 7th day of May 2018.

Chapman Coast Roof Co., Inc.

**Principal**

By [Signature]

(Corporate Seal)

Linda Dominguez  
**Typed or Printed Name**

Secretary Treas.  
**Title**

Great American Insurance Company

**Surety**

By [Signature]

(Corporate Seal)

Kim Luu

**Typed or Printed Name**

Attorney-in-Fact  
**Title**

**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 Orange )

On MAY 07 2018 before me, Jeri Apodaca, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Kim Luu  
*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 Jeri Apodaca  
*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: \_\_\_\_\_

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SEVEN

No. 0 14849

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MIKE PARIZINO	JERI APODACA	ALL OF
RACHELLE RHEAULT	KIM LUU	NEWPORT BEACH,
RHONDA C. ABEL	HEATHER SALTARELLI	CALIFORNIA
JAMES A. SCHALLER		\$100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7TH day of AUGUST 2017



*Steph L. C. B.*  
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

*David C. Kitchin*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 7TH day of AUGUST, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Susan A. Kohorst**  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

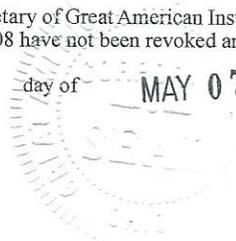
*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of MAY 07 2018



*Steph L. C. B.*  
Assistant Secretary

## ATTACHMENT A - BID FORM

Bid No.: **5102018**  
Bid Title: **LCUSD Summer 2018 Roofing Projects**  
Opening Date: **May 10, 2018**  
Time: **10:00 a.m.**

- 1) La Canada High School Building 6000: \$ 669,125.00
- 2) La Canada High School Warranty Extension: \$ 193,828.00
- 3) Palm Crest Elementary School Buildings C & D: \$ 90,944.00
- 4) Paradise Elementary School Administration, G & Lunch Shelter: \$ 234,732.00

**TOTAL BID AMOUNT 1-4:** \$ 1,188,629.00 (*Sum of All Bids*)

**Write out the Total Bid Amount:** ONE MILLION ONE HUNDRED EIGHTY EIGHT  
THOUSAND SIX HUNDRED TWENTY NINE Dollars

In the event of a conflict between the written and numeric version of the bid, the *written* will prevail.

Add Alternate:

Foothill Intermediate School: Building J Lower east middle and Building J North and  
East Sections: \$ 244,507.00

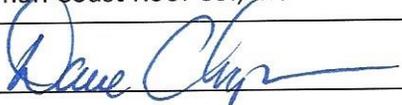
**TOTAL Add Alternate BID AMOUNT:** \$ 244,507.00

**Write out the Total Bid Amount:** TWO HUNDRED FORTY FOUR THOUSAND  
FIVE HUNDRED SEVEN Dollars

In the event of a conflict between the written and numeric version of the bid, the *written* will prevail.

**Please sign and date this page:**

**Company Name:** Chapman Coast Roof Co., Inc.

**Authorized Signature:** 

**Printed Name:** Dave Chapman, President

**Date:** 5/14/2018

# ACKNOWLEDGEMENT OF ADDENDUM 1

## **Addendum**

### **Roofing Specifications**

#### **La Canada High School**

Buildings A, B, F, G, H and I

Tremco Warranty 104692

#### TREMCO WARRANTY EXTENSION SPECIFICATION

##### SCOPE OF WORK

The work consists of furnishing all labor, materials, equipment, and services as may be necessary to complete the following roof related items necessary for the renewal or extension of the existing Tremco Roof System Warranty as follows:

##### Preparation

1. Thoroughly power wash, as necessary, or clean the roof area to be repaired of all dirt, gravel, and debris, clean roof section of all debris.
2. All cleaned areas to be primed before making repair with Tremco Tremprime WB, SP Primer, or Alpha Guard WB Primer.

##### Restoration Items For Buildings A, B, H, and I

1. Check all existing Tremco hypalon seams. Seal all existing hypalon seams with a three course of Tremco Alpha Guard Bio and Tremco Permafab or Burmesh System. Prime the seams with Tremco SP Primer.
2. Check and seal all metal edge lap joints with a five course of Tremco Polyroof and Burmesh.
3. Check metal edge and seal with reglet joint sealant.
4. Check metal edge and repair with a three course of Tremco ELS Mastic and Burmesh.
5. Check roof system for any punctures, blisters, etc. and repair per Tremco standard repair requirements. Repairs to be completed with Tremco ELS Mastic and Tremco Burmesh.
6. Seal all coping joints with the Tremco Alpha Guard Bio System.
7. Seal the base of all pitch pans with Tremco Polyroof and Tremco Burmesh.
8. Seal the pitch pan with Tremco Solargard Seam Sealer and Permafab or Burmesh at the penetration.
9. Check and seal around all drain and drain rings with Tremco Polyroof and Tremco Burmesh.
10. Check and seal all roof penetrations with Tremco Polyroof and Tremco Burmesh.
11. Seal all wall termination bars with Tremco Alpha Guard Bio and 4 Inch Tremco Burmesh.
12. Building I, Pool House, seal vent seams with Tremco Alpha Guard Bio and Permafab.
13. Building I, Pool House, install missing umbrella counter flashing.
14. Building I, Pool House three course expose area of metal edge from wind.
15. Building H, South Gym, Seal both landings to roof with Tremco Alpha Guard Bio Sand Finish System, and Permafab.
16. Building H, South Gym, Seal the termination bar at the top of short parapet wall with Tremco Solargard Acrylic Mastic, and Burmesh.
17. Building H, South Gym, remove gravel all the East Wall repair, and install two plies of Tremco PowerPly APP Smooth, and apply Tremco Burmastic and Gravel, tie-in flashing.

##### Restoration Items For Building F

1. Check all existing Tremco hypalon seams. Seal all open seams with a three course of Tremco Solargard Acrylic Sealer and Tremco Solargard Permafab.

Addendum 1.0

**SUPPLEMENTARY GENERAL CONDITIONS**

A. The work shall be commenced on the date stated in the District's Notice to the Contractor to proceed (which date will not be less than 7 days consecutive calendar days from and after the date of execution of the contract) **and shall be completed by August 14, 2018.** (See Article 2 of the Agreement and Article 6 of the General Conditions.)

B. The agreed liquidated damages provision established in Article 6 of the General Conditions is \$500.00 per day.

C. The number of copies of drawings and specifications to be furnished to Contractor free of charge, per Article 3 of the General Conditions is one (1).

D. Insurance. As provided in the General Conditions, Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

Public Liability insurance for injuries including accidental death, to any one person in an amount not less than \$ 1,000,000.00

Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000.00

Property Damage Insurance in an amount not less than \$1,000,000.00

Insurance Covering Special Hazards: The Following special hazards shall be covered by rider or riders to the above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance, in amounts as follows:

Automotive and truck where operated in amounts as above.

Material hoist where used in amounts as above.

E. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is THREE (3).