

BID BOND

We the undersigned California Roofing Company, Inc. as Principal and The Guarantee Company of North America USA as Surety, are hereby held and firmly bound unto the Ravenswood City School District "District" in the sum of Ten Percent (10%) of the Total Amount Bid----- Dollars (\$ 10%-----) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of

Ravenswood City School District
WILLOW OAKS ELEMENTARY SCHOOL
620 Willow Road
Menlo Park, CA 94025

PROJECT NUMBER 2018-19-005

2120 Euclid Avenue
East Palo Alto, CA 94303

Roof Restoration

in strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid) within the time periods stated in the bid documents, and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

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 hereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

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

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.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under several seals this 4th day of April, 2019, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In presence of:

(Notary Seal)

California Roofing Company, Inc.
(Principal)

1595 South Tenth Street, San Jose, CA 95112
(Business Address)

By: *[Signature]*

The Guarantee Company of North America USA
(Corporate Surety)

By: *[Signature]*
K. Zerounian, Attorney-in-Fact
1800 Sutter Street, Suite 880
(Business Address)
Concord, CA 94520

The rate or premium of this bond is N/A per thousand, the total amount of premium charged, \$ N/A.

(The above must be filled in by Corporate Surety).

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 California
County of San Francisco)

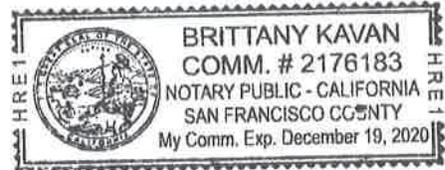
On April 4, 2019 before me, Brittany Kavan, Notary Public
(insert name and title of the officer)

personally appeared K. Zerounian,
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 *Brittany Kavan* (Seal)





POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Francis E. Cook, K. Zerounian, Betty L. Tolentino, Virginia L. Black, Gillian Bhaskaran, Kevin Re, Thuyduong Le, Brittany Kavan,
Julia Ortega, Susan M. Exline
Arthur J. Gallagher Risk Management Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. 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.
4. 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.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 4th day of April, 2019

Randall Musselman, Secretary

BID FORM

Ravenswood City School District
WILLOW OAKS ELEMENTARY SCHOOL
620 Willow Road
Menlo Park, CA 94025

WILLOW OAKS ELEMENTARY SCHOOL ROOF RESTORATION

PROJECT NUMBER 2018-19-005

2120 Euclid Avenue
East Palo Alto, CA 94303

Apr. 1, 10, 2019
(Date)

Ravenswood City School District
2120 Euclid Avenue
East Palo Alto, CA 94303

The Undersigned, doing business under the firm name of California Roofing Co. hereby proposes and agrees to enter into an agreement, to furnish any and all labor, materials equipment and services for the completion of work described hereinafter and in the Contract Documents entitled construction of:

Willow Oaks Elementary School Roof Restoration

Prepared by:

DAVID C. MORENO
(Estimator Name)

for the sum quoted below:

A. BASE BID: Based upon all work required to satisfactorily complete the work indicated in the related Plans and Specifications complying with the Division of the State Architect, excluding the Alternate Bids.

Item 1 – Base Bid:

\$ 206,017

Item 2 – District's Allowance:

\$ There is no district allowance

(As stated in the scope of work documents)

Total (Combination of Item 1 and Item 2):

TWO HUNDRED SIX THOUSAND SEVENTEEN 00/100 Dollars

B. ITEMIZED BREAKDOWN OF ALTERNATES: The Bidder agrees that each of the following itemized amounts in each ALTERNATE BID will not be withdrawn for a period of ninety (90) calendar days after the Bid Opening date. Should the District elect to accomplish any one or combination of the following amounts not included as part of the Contract Price, then the Bidder (Contractor of record) agrees to

incorporate and complete the item as a prepared Change Order at the stipulated amounts.

UNIT PRICES:

Unit Price no. 1: N/A \$ _____

Unit Price no. 2: _____ \$ _____

ALTERNATE BID (ADDITION):

Alternate 1: N/A \$ _____

Alternate 2: _____ \$ _____

C. **LETTER OF INTENT TO AWARD:** The undersigned hereby designates as its office to which the Notice of Apparent Low Bid may be mailed, emailed, or delivered:

CALIFORNIA ROOFING CO, INC 1595 S. 10TH STREET SAN JOSE CA
DMORENO@CAL-ROOF.COM 95112

D. **INSURANCE:**

(1) Our Public Liability and Property Damage Insurance is placed with
TOKIO MARINE SPECIALTY INS CO

(2) Our Workers' Compensation Insurance is placed with
Redwood Fire & CASUALTY CO

E. **COMPLETION DATE.**

Contractor agrees that all work required to be performed by the Contract Documents shall be completed by all milestone dates specified in the scope of work documents. Contractor acknowledges that it shall be liable for liquidated damages if the Project is not completed by these dates.

F. ADDENDA.

Contractor acknowledges receipt of the following addenda:

Addendum No. _____	Date of Document: _____
Addendum No. _____	Date of Document: _____
Addendum No. _____	Date of Document: _____
Addendum No. _____	Date of Document: _____

F. CLARIFICATION.

Contractor acknowledges receipt of the following clarification:

Clarification No. <u>1</u>	Date of Document: <u>4-2-2019</u>
Clarification No: _____	Date of Document: _____
Clarification No. _____	Date of Document: _____
Clarification No: _____	Date of Document: _____

G. EXECUTION OF BID.

If the Bidder is a corporation, state the capacity/title of the corporate officer signing and affix the corporate seal; if a partnership, all partners should sign under the partnership name on a separate page attached to and made part of the bid. Unsigned bids will not be accepted.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.


SIGNATURE
CALIFORNIA ROUTING CO INC
NAME OF COMPANY AS LICENSED
1595 S. 10th Street
ADDRESS
SAN JOSE, CA
CITY
(408) 293-7977
TELEPHONE NUMBER

Project Manager
TITLE
174900
CONTRACTOR LICENSE NO.
C-39 12/31/2020
CLASS EXPIRATION DATE
CA 95112
STATE ZIP
4-10-2019
DATE

NONCOLLUSION DECLARATION

Ravenswood City School District
WILLOW OAKS ELEMENTARY SCHOOL
620 Willow Road
Menlo Park, CA 94025

PROJECT NUMBER: 2018-19-005

2120 Euclid Avenue
East Palo Alto, CA 94303

Roof Restoration

I, DAVID MORENO, declare that I am 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 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 Agreement of anyone interested in the proposed Agreement; that all statements contained in the bid are true, and, further, that the Bidder has not, directly or indirectly, submitted its 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 of agent thereof to effectuate a collusive or sham bid.

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

4-10-2019
(Date)

DAVID C. MORENO
(Print Name)

[Signature]
(Signature)

Project Manager
(Official Capacity)

CALIFORNIA RAINING CO, INC
(Company Name)

1595 S. TENTH STREET
(Company Address)

SAN JOSE, CA 95112
(408) 293-7977
(Company Telephone Number)

DESIGNATION OF SUBCONTRACTORS

Bidders shall state the portion of work by trade (electrical, painting, etc.) that each subcontractor will perform. Additionally, the Bidder shall state the name, California contractor license number, public works contractor registration number, and business address for all designated subcontractors. Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

In compliance with the provisions of sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and the location of the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Bidder on, in, or about the construction of the work or improvement to be performed under these specifications and the portion of the work which will be done by each subcontractor.

If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract, the Bidder shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work 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 legislative body of the District. **PRINT LEGIBLY.**

PORTION OF WORK	SUBCONTRACTOR NAME	CA LICENSE NUMBER AND DIR REGISTRATION NUMBER	LOCATION (CITY & STATE)
None			
			

STATEMENT OF COMPLIANCE

Ravenswood City School District
WILLOW OAKS ELEMENTARY SCHOOL
620 Willow Street
Menlo Park, CA 94025

PROJECT NUMBER: 2018-19-005

2120 Euclid Avenue
East Palo Alto, CA 94303

Roof Restoration

California Roofing Co. Inc
(Company Name)

(hereinafter referred to as "prospective Contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective Contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, physical and mental disabilities, or age (over forty).

I, DAVID C. MORENO
(Name of Official)

hereby swear that I am duly authorized to legally bind the prospective Contractor to the above-described certification. I am fully aware that this certification, signed on 4-10-2019
(date)

in the County of SANTA CLARA, is made under the penalty of perjury
(County)

under the laws of the State of California.

[Signature]
(Signature)

DAVID C. MORENO / Project Manager
(Print or Type Title)

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200, et seq.)

Ravenswood City School District Project Name: Willow OAKS Elementary School Roof Restoration

Contractor Name: California Roofing Co, INC

I, the person who is identified below and who has signed this certification, hereby certify, subject to penalty for perjury, that: (i) I have inherent authority, or I have been duly authorized by the Contractor, to execute this certification on behalf of the Contractor; and (ii) the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

The Contractor is not:

- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The Final Contract Sum, as defined in Section 5 of the Agreement, payable to the Contractor for the Project as of the date of this certification does not exceed \$1,000,000.

Certifier Signature: 

Printed Name: DAVID MORENO

Title: Project Manager

Date Executed: Apr. 10, 2019

Please note: In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the contract and/or ineligibility to bid on contracts for three years.