

BID BOND

We the undersigned Brazos Urethane, Inc. as Principal and Merchants Bonding Company (Mutual) as Surety, are hereby held and firmly bound unto the Ravenswood City School District "District" in the sum of Ten Percent of Greatest Amount Bid*** Dollars (\$10% G.A.B.***) 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.

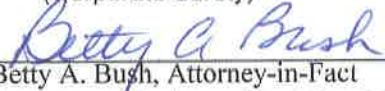
IN WITNESS WHEREOF, the above-bound parties have executed this instrument under several seals this 5th day of April, 2019, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In presence of:

(Notary Seal)

Brazos Urethane, Inc.
(Principal)

28770 Avenue 14 1/2, Madera, California 93638
(Business Address)

By: 
Merchants Bonding Company (Mutual)
(Corporate Surety)

By: 
Betty A. Bush, Attorney-in-Fact
6700 Westown Parkway, West Des Moines, Iowa 50266
(Business Address)

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).

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 (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

A A Shotwell; Betty A Bush; Charmaine Wallace; Chase Wortham; Donna Weinel; G C Blystone Jr; Joseph C Blackshear Jr; Mark Smith

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 4th day of March, 2019.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 4th day of March, 2019, 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.



ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

Alicia K. Gram

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 5th day of April, 2019.



William Warner Jr.

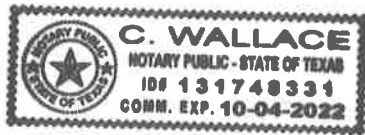
Secretary

Certificate of Acknowledgement:

State of Texas

County of Galveston

On this 5th day of April in the year of 2019 before me, a
notary public in and for the county and state aforesaid, personally appeared,
Betty A. Bush known to me to be the person whose
name is subscribed to the within instrument and known to me to be the attorney-in-fact of
Merchants Bonding Company (Mutual) and acknowledged to me that he
subscribed the name of the said company thereto as surety, and his own name as
attorney-in-fact.



C. Wallace
Notary Public

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.

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

April 8, 2019

(Date)

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

The Undersigned, doing business under the firm name of Brazos Urethane, Inc., 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:

Robert Davis
(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:

\$ 277,000.00 - Two hundred seventy seven thousand

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):

\$277,000.00 - Two hundred seventy seven thousand 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

Bid Form

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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:

Contract may be emailed to c.opel@brazosurethane.com

Contract may be mailed to 1031 6th St. North
Texas City, TX 77590

D. **INSURANCE:**

- (1) Our Public Liability and Property Damage Insurance is placed with

National Fire Insurance

- (2) Our Workers' Compensation Insurance is placed with

Valley Forge Insurance 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. <u>1</u>	Date of Document: <u>4/2/19</u>
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. _____	Date of Document: _____
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

Brazos Urethane, Inc.

NAME OF COMPANY AS LICENSED

8200 Berry Ave. # 180

ADDRESS

Sacramento

CITY

559-674-1111

TELEPHONE NUMBER

Western Division VP

TITLE

982578

CONTRACTOR LICENSE NO.

B, C-2, C33, C39, C43 4/30/19

CLASS

EXPIRATION DATE

CA

95828

STATE

ZIP

4/8/19

DATE



MINUTES OF SPECIAL SESSION
BRAZOS URETHANE, INC.
April 8, 2019

The UNDERSIGNED, being officers of the corporation, called the meeting to order. The reading of the minutes was waived and new business was discussed.

On motion duly made, seconded, and carried, it was decided that Craig Opel, Western Division President, of Brazos Urethane, Inc., has full authority to sign bid documents and bind Brazos Urethane, Inc. into an agreement with the Ravenswood City School District for the project known as Project Number 2018-19-005 Willow Oaks Elementary School Roof Restoration.

There being no other business to be transacted, the meeting was, upon motion duly made, seconded, and carried, adjourned.


Howard W. Scoggins, III, President


Shelby Scoggins, Secretary

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, CRAIG OPEL, 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.

4/8/19
(Date)

Craig Opel
(Print Name)


(Signature)

Western Division VP
(Official Capacity)

Brazos Urethane, Inc.
(Company Name)

8200 Berry Ave, #180 Sacramento, CA 95828
(Company Address)

559-674-1111
(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)
No Subcontractors			

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

Brazos Urethane, 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, Craig Opel
(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 4/8/19
(date)

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

under the laws of the State of California.


(Signature)

Western Division VP

(Print or Type Title)

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

Ravenswood City School District Project Name: Bid 2018-19-005

Contractor Name: Brazos Urethane, 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:

Craig Opel

Title:

Western Division VP

Date Executed:

4/8/19

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.

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORD CHECKS
(CALIFORNIA EDUCATION CODE SECTION 45125.2)

Ravenswood City School District Project Name: Ravenswood Middle School Realignment Phase 1

In bidding on the Project and/or entering into a contract with the District for the Project, the below indicated bidder certifies that it is aware of the following provisions of the California Education Code and agrees to comply if the bidder is selected as the Contractor for the Project:

Section 45125.2: Construction, etc. contractors; pupil safety

- a. A school district contracting with an entity for the construction, reconstruction, rehabilitation or repair of a school facility where the employees of the entity will have contact, other than limited contact, with pupils shall ensure the safety of the pupils by one or more of the following methods:
 - 1. The installation of a physical barrier at the worksite to limit contact with pupils.
 - 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. For purposes of this paragraph, an employee of the entity may submit his or her fingerprints to the Department of Justice pursuant to subdivision (a) of Section 45125.1 and the department shall comply with subdivision (d) of Section 45125.1.
 - 3. Surveillance of employees of the entity by school personnel.
- b. An entity that contracts with a school district for the construction, reconstruction, rehabilitation or repair of a school facility is not required to comply with the requirements of Section 45125.1 if one or more of the methods described in subdivision (a) are utilized.
- c. For purposes of this section, a violent felony is any felony listed subdivision (c) of Section 667.5 of the Penal Code and a serious felony is any felony listed in subdivision (c) of Section 1192.7 of the Penal Code.
- d. This section shall not apply to an entity providing construction, reconstruction, rehabilitation or repair services to a school district in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

Certifier Signature: _____

Printed Name: _____

Title: _____

Date Executed: _____

Craig Opel

Western Division VP

4/8/19