

**\* DESIGNATION OF SUBCONTRACTORS FORM**

<b>Description &amp; Portion of Work</b>	<b>Name of Subcontractor</b>	<b>Location &amp; Place of Business</b>	<b>License Number</b>
Install new ladder	Buxcon Sheet Metal	11222 Woodside Ave North Santee, CA 92071	831448

DATED: 11/29/2021

Cal Roof, Inc.

Proper Name of Bidder

By:

Melanie Barry

(Signature of Bidder)

Address: 1934 N Marshall Ave., Ste 100  
El Cajon, CA 92020

Phone: 619-339-2042

**\* NONCOLLUSION AFFIDAVIT  
(Prime Bidder)**

STATE OF CALIFORNIA

County of San Diego being first duly sworn, deposes and says that he/she  
is President of  
Cal Roof, Inc.  
(Title) (Name of Bidder)

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 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 price or any breakdown thereof, or the contents thereof, or divulged information of date 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.

Melanie Barry  
(Signature)

Melanie A. Barry  
(Typed Name)

SUBSCRIBED BEFORE ME on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

A notary public or other officer completing this certificate certifies that the identity of the individual named above is known to him or her, and that the certificate is executed in accordance with the truthfulness, accuracy, or validity of that document.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: San Diego

Subscribed and sworn to (or affirmed)

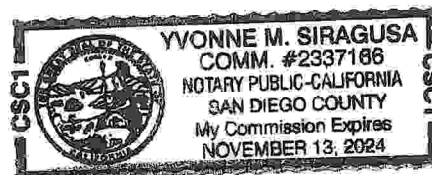
before me on this 29 day of November, 2021

by Melanie A. Barry

proved to me on the basis of satisfactory evidence to be  
person(s) who appeared before me.

Notary [Signature]

\_\_\_\_\_  
(Expiration Date)



**\* BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, (hereafter called "Principal"), and American Contractors Indemnity Company (hereafter called "Surety"), are hereby held and firmly bound unto the McCabe Union Elementary School District (hereafter called "Owner") in the sum of Ten Percent of Total Amount Bid (\$ 10% of total amount bid ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this 24th day of November, 2021.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for **McCabe Buildings 500/600 Spring 2022 Roof Restoration**.

**NOW, THEREFORE,**

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway 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 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 without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

PRINCIPAL: Cal Roof, Inc.

Melanie Barry

ATTEST: (if individual, two witnesses are required)

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

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

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

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

ATTEST: (if corporation)

By: Melanie Barry

Title: President  
(Corporate Seal)

SURETY:

American Contractors Indemnity Company

Ryan Tash  
Ryan Tash, Attorney-in-Fact

ATTEST: (if individual, two witnesses are required)

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

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

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

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

ATTEST: (if corporation)

By: Jenna Beavers

Title: Jenna Beavers, Agent  
(Corporate Seal)

**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, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

**THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

American Contractors Indemnity Company

801 South Figueroa Street, Suite 700,

Los Angeles, CA 90017

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

Assured Partners Inc. (Surety 1)

3225 Monier Circle Suite 100,

Rancho Cordova, CA 95742

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

Surety: (310) 649-0990

Agent: (877) 654-2327

## 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 Sacramento

On 11/24/21 before me, Katherine DuPont, Notary Public  
(insert name and title of the officer)

personally appeared Ryan Tash  
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



(Seal)







**TOKIOMARINE**  
**HCC**

## POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Ryan Tash or Susan Fournier of Rancho Cordova, California**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\*\*\*\$3,000,000.00\*\*\*). This Power of Attorney shall expire without further action on January 31<sup>st</sup>, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23<sup>rd</sup> day of September, 2021.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

*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*

On this 23<sup>rd</sup> day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

D. Littlefield

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 24<sup>th</sup> day of November, 2021.

Corporate Seals

Bond No.

B10

Agency No. 7523



Kio Lo, Assistant Secretary

HCCSMANPOA09/2021

**\* BID FORM**

TO: McCabe Union Elementary School District, acting by and through its Governing Board,  
herein called "District."

FROM: Cal Roof, Inc.

(Bidder's Name)

1. Pursuant to and in compliance with your Notice Inviting Bids and 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, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of **McCabe Buildings 500/600 Spring 2022 Roof Restoration, Bid No. 19-20-03**, in the District described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said District for amounts set forth herein.
2. ADDENDA: The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

ADDENDUM NO. \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_

DATE RECEIVED \_\_\_\_\_  
DATE RECEIVED \_\_\_\_\_  
DATE RECEIVED \_\_\_\_\_  
DATE RECEIVED \_\_\_\_\_

3. BASE BID

**McCabe Union Elementary School District**

- Buildings 500/600 Roof Restoration

MCCABE UNION ELEMENTARY SCHOOL DISTRICT TOTAL CASH  
PURCHASE PRICE IN WORDS & NUMBERS:

Fifty-eight thousand five-hundred and twelve DOLLARS

(\$ 58,512 )



1. In the event of a conflict between the written and numeric version of the quote, the written will prevail.
2. It is understood that the District reserves the right to reject any bid or remove any site from the project without need for re-bid of the other sites.
3. The District holds the right to award to the low, accepted contractor for this project.
4. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the District. 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.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the District within ten (10) days after receipt by the CONTRACTOR of the District's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the Contract as a result of postponement by the District, the District 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, the District shall have the authority to award the contract to the next lowest responsible bidder.

5. It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.
6. Attached is bid security in the amount of not less than ten percent (10%) of the bid:  
\$ 58,512 . Bid bond, certified check, cashier's check, or cash. (circle one)
7. The required List of designated subcontractors is attached hereto.
8. The required notarized Non-collusion Affidavit for the CONTRACTOR is attached hereto.
9. The Substitution Request Form, if applicable, is attached hereto.

10. 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, all within five (5) calendar 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, by the start date provided in the District's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.
11. Notice of Intent to Award Contract or other correspondence should be addressed to the undersigned at the address stated below.
12. The names of all persons interested in the foregoing proposal as principals are as follows:

Cal Roof, Inc., Melanie Barry, President

---

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

13. The undersigned bidder shall be licensed and shall provide the following information:

Bidder's California Contractor's License Number:	<u>1066575</u>
License expiration date:	<u>7/31/2022</u>
Name on License:	<u>Cal Roof, Inc.</u>
Type of License:	<u>C39</u>
Department of Industrial Relations Registration Number:	<u>1000573623</u>

If the bidder is a joint venture, each member of the joint venture must include the above information.

14. Time is of the essence regarding this contract, therefore, in the event the bidder to whom the 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.

15. Pursuant to Government Code Section 4552, 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 Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services 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.
16. The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.
17. The bidder is familiar with Government Code Sections 12650, et. seq., and Penal Code Section 72 and understands that false claims can lead to imprisonment.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Firm (circle one): Corporation / Partnership / Proprietorship

Cal Roof, Inc.

Proper Name of Bidder

1934 N Marshall Ave., Ste 100, El Cajon CA 92020

Address, including City, State, Zip Code

doug@calroof.com

E-Mail Address

(619) 339-2042

Telephone No.

(619) 567-5987

Fax No.

By: Melvin Bany  
Signature of Bidder

Date: 11/29/21

Title: President, Cal Roof Inc.

By: \_\_\_\_\_  
Signature of Bidder

Date: \_\_\_\_\_

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

**NOTE:** *If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a 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 an individual, his signature shall be placed above.*

(Corporate Seal)

**\* CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. 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 employees.

**I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this contract.**



Cal Roof, Inc.

Proper Name of Bidder

By: Melanie Bany

President of Cal Roof, Inc.

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.

**\* ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY**


TO: McCabe Union Elementary School District

RE: **McCabe Buildings 500/600 Roof Restoration, Bid No. 19-20-03**

Please be advised that with respect to the above-referenced PROJECT the undersigned CONTRACTOR on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code Section 3864, which provides:

“If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury.”

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

  
\_\_\_\_\_  
Signature

Doug Barry/General Manager  
\_\_\_\_\_

Name of Agent/Title