

**\* 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>

DATED: 11/24/2021

A. Preman Roofing, Inc.

Proper Name of Bidder

By:  Aaron A. Preman, President

(Signature of Bidder)

Address: 875 34th Street, San Diego, CA 92102

Phone: 619-276-1700

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

STATE OF CALIFORNIA

County of San Diego being first duly sworn, deposes and says that he/she  
is \_\_\_\_\_ President \_\_\_\_\_ of  
A. Preman Roofing, 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.



(Signature)

Aaron A. Preman

(Typed Name)

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

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

My Commission Expires:

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

*see attached  
notarization  
KLP 4/29/21*

## CALIFORNIA NOTARIAL CERTIFICATE (JURAT)

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 Diego

Subscribed and sworn to (or affirmed) before me on this 24th day of November,  
2021, by Aaron A. Preman, proved to me on the basis of satisfactory  
evidence to be the person(s) who appeared before me.

Signature



(Seal)



**\* BID FORM**

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

FROM: A. Preman Roofing, 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. <u>n/a</u>	DATE RECEIVED <u>n/a</u>
ADDENDUM NO. <u>      </u>	DATE RECEIVED <u>      </u>
ADDENDUM NO. <u>      </u>	DATE RECEIVED <u>      </u>
ADDENDUM NO. <u>      </u>	DATE RECEIVED <u>      </u>

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:

Ninety-seven thousand DOLLARS

(\$ 97,000.00 )

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:  
\$ 9,700.00 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:

Aaron A. Preman, President

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(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>764917</u>
License expiration date:	<u>10/31/2022</u>
Name on License:	<u>A PREMAN ROOFING INC</u>
Type of License:	<u>B, C39, C43, C61/D12, ASB</u>
Department of Industrial Relations Registration Number:	<u>1000006355</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

A. Preman Roofing, Inc.

Proper Name of Bidder

875 34th Street, San Diego, CA 92102

Address, including City, State, Zip Code

eddie@premanroofing.com

E-Mail Address

(619) 994-2448

Telephone No.

(619) 276-1703

Fax No.

By:  Date: 11/24/2021  
Signature of Bidder

Title: President

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

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.**



A. Preman Roofing, Inc.  
\_\_\_\_\_  
Proper Name of Bidder  
  
By: \_\_\_\_\_  
Aaron A. Preman, President  
\_\_\_\_\_

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

Aaron A. Preman, President

Name of Agent/Title

**\*\* PROJECT INFORMATION FORM (PWC-100)**

**McCabe Union Elementary School District  
(DIR) Department of Industrial Relations Compliance Form**

**THIS FORM MUST BE COMPLETED & SUBMITTED WITH THE PROJECT SPECIFIC  
PRE-QUALIFICATION QUESTIONNAIRE BEFORE EACH BID, PROPOSAL OR  
QUOTE THAT INCLUDES LABOR COSTS OF \$1,000 OR MORE.**

**VENDOR/CONTRACTOR INFORMATION:**

DIR Registration No.: 1000006355 Contractor's License #: 764917

Business Name A. PREMAN ROOFING, INC.

Business Address 875 34th Street, San Diego, CA 92102

Project Mngr/Rep Name: Eddie Stopani Title: Estimator / Project Manager

Email Address: Eddie Stopani Telephone Number (619) 994-2448

Project Site and Description: McCabe Buildings 500/600 Spring 2022 Roof Restoration

Est. Start Date \_\_\_\_\_ Est. Completion Date \_\_\_\_\_

**CLASSIFICATIONS (please select one)**

- ☐ Asbestos      ☐ Boilermaker      ☐ Bricklayers      ☐ Carpenters      ☐ Carpet/Linoleum  
☐ Cement Masons      ☐ Drywall Finisher      ☐ Drywall/Lathers      ☐ Electricians      ☐ Elevator Mech.  
☐ Glaziers      ☐ Iron Workers      ☐ Laborers      ☐ Mill Wrights      ☐ Operating Eng  
☐ Painters      ☐ Pile Drivers      ☐ Pipe Trades      ☐ Plasterers      ☒ Roofers  
☐ Sheet Metal      ☐ Sound/Comm      ☐ Surveyors      ☐ Teamster      ☐ Tile Workers

**\*\*\* FOR MCCABE UNION ELEMENTARY SCHOOL DISTRICT USE ONLY \*\*\***

Project Award Date:	Awarding Body: <b>McCabe UESD</b>
Project Name:	Project #:
Brief Description:	Contract #:
Contract Amount:	Total Project Cost:
Number of Prime V/C: <b>1</b>	Alternative Model: <b>None apply</b>
Physical Address (School or Site):	Billing Address: Fiscal Services 701 West McCabe Road El Centro, CA 92243-9507



On Your Side®

# Nationwide Mutual Insurance Company

Home Office: Columbus, Ohio  
Surety Administrative Office:  
7 World Trade Center, 37<sup>th</sup> Floor  
250 Greenwich Street  
New York, NY 10007-0033

## BID BOND

Nationwide Mutual Insurance Company vouches that this document conforms to  
American Institute of Architects Document A310, 2010 Edition.

CONTRACTOR: (Name, legal status and address)

A. Preman Roofing, Inc.  
875 34<sup>th</sup> Street  
San Diego, CA 92102

SURETY: (Name, legal status and principal place of business)

**Nationwide Mutual Insurance Company**  
**7 World Trade Center, 37<sup>th</sup> Floor**  
**250 Greenwich Street**  
**New York, NY 10007-0033**

OWNER: (Name, legal status and address)

McCabe Union Elementary School District  
701 West McCabe Road  
El Centro, CA

BOND AMOUNT: Ten Percent of the Total Amount Bid (10% of Bid)-----

PROJECT: (Name, location or address, and Project number, if any) McCabe Elementary School M500/M600 Roof  
Restoration

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed, and sealed this 23rd day of November, 2021

George Arreguin  
(Witness to Principal)

A. Preman Roofing, Inc.  
(Principal's Signature) (Seal)

AARON A. PREMAN, PRESIDENT  
(Title)

[Signature]  
(Witness to Surety)

**Nationwide Mutual Insurance Company**  
(Surety)

By: [Signature]  
Lawrence F. McMahon, Attorney-in-Fact





# 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 San Diego

On November 24, 2021 before me, Katie-Grace Preman, Notary Public  
(insert name and title of the officer)

personally appeared Aaron A. Preman,  
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)



## 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 Diego


On November 23, 2021 before me, Minna Huovila, Notary Public  
(insert name and title of the officer)

personally appeared Lawrence F. McMahon,  
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)



**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

**CHRISTOPHER CONTE, JANICE MARTIN, LAWRENCE F MCMAHON, MARIA GUISE,  
RYAN WARNOCK, SARAH MYERS, DALE G HARSHAW, GEOFFREY SHELTON, JOHN R QUALIN,  
MINNA HUOVILA, TARA BACON**

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**UNLIMITED**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur  
Notary Public, State of New York  
No. 02MC6270117  
Qualified In New York County  
Commission Expires October 19, 2024




Notary Public  
My Commission Expires  
October 19, 2024

**CERTIFICATE**

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 23rd day of November, 2021.



Assistant Secretary