

**BID FORM**

**FOR**

**KINDERGARTEN YARD FENCING PROJECT PHASE II**

**At**

**OPERATIONS CENTER  
PATWIN ELEMENTARY  
WILLETT ELEMENTARY**

**BID PACKAGE**

**FOR**

**DAVIS JOINT UNIFIED SCHOOL DISTRICT**

CONTRACTOR  
NAME:

Pisor Fence Division Inc.

ADDRESS:

P.O. Box 7213 Citrus Heights, CA. 95621  
Street  
7850 Antelope North Rd, Antelope, CA. 95843

TELEPHONE:

( 916 ) 726-1173

FAX:

( 916 ) 726-1198

EMAIL

jjohnson@pisorfence.net

LICENSE NO.

316128 expires 12/31/2021

EXPIRATION  
DATE

1000003166

DIR  
REGISTRATION  
NO.

expires 06/30/2022



## DAVIS JOINT UNIFIED SCHOOL DISTRICT

1919 5<sup>th</sup> Street, Davis, CA 95616  
Telephone: (530) 759-2182

### ADDENDUM #1 KINDERGARTEN YARD FENCING PROJECT PHASE II AT PATWIN ELEMENTARY SCHOOL WILLETT ELEMENTARY SCHOOL DJUSD MAINTENANCE AND OPERATIONS YARD

December 30, 2019

#### TO ALL BIDDERS:

The following changes, omissions, and/or additions to the Proposal shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

All parties of interest shall take careful note of the addendum so that the proper allowances may be made in strict accordance with the Addendum.

Bidder shall acknowledge receipt of this addendum by signing and attaching this form to the Bid Form. Failure to do so may subject Bidder to disqualification. All other bid criteria shall remain unchanged.

In case of conflict between bid documents and this addendum, this addendum shall govern.

#### BIDDING & CONTRACT REQUIREMENTS:

**AD1.1** Notice Inviting Bidders: Sealed bids are due ~~prior to 2pm on Tuesday, January 7, 2020~~ prior to 10am on Friday, January 10, 2020.

**AD1.2** Preliminary Construction Schedule and Time for Completion: Attached is updated schedule dated December 30, 2019. Mobilization date of January 28, 2020. Patwin & Willett construction duration January 28 – February 18, 2020. District Office construction duration February 18 – March 10, 2020. Closeout duration March 10 – April 9, 2020.

**AD1.3** Engineer's estimate: Total construction, all three (3) sites is \$105,000.00

**SPECIFICATIONS:** NONE

**DRAWINGS:** NONE

Please Note: Bidders who "no bid" items understand this is an "All or Nothing Bid." This bid will be awarded to the lowest responsive responsible bidder.

Please confirm receipt of this addendum by date, signature this form and on bid proposal form. Contact the undersigned for any additional questions at e-mail address [dburke@djUSD.net](mailto:dburke@djUSD.net) or by fax to (530)757- 5321

By: David Burke  
Director Facilities, Maintenance & Operations

Pisor Fence Division Inc.  
Company Name

John L. Johnson  
Signature

01/13/2020  
Date

Please Note: Bidders who "no bid" items understand this is an "All or Nothing Bid." This bid will be awarded to the lowest responsive responsible bidder.

Please confirm receipt of this addendum by date, signature this form and on bid proposal form. Contact the undersigned for any additional questions at e-mail address [dburke@djusd.net](mailto:dburke@djusd.net) or by fax to (530)757- 5321

By: David Burke  
Director Facilities, Maintenance & Operations

Pisor Fence Division Inc.  
Company Name

John L. Johnson  
Signature

01/08/2020  
Date

**Willett Elementary School**

**AD3.8** Sheet A0.01 *Scope work is now updated to include hunter green vinyl coated fence versus black vinyl coated*

**AD3.9** Sheet A1.01 *Additional concrete added to scope of work. Black vinyl coated fence is now hunter green vinyl coated. Removal of perforated metal panels. Install 1" fence fabric versus 1.25" fence fabric*

**AD3.10** Sheet A1.02 *Detail 10/A1.02 has been updated to not include perforated metal panel. Install hunter green vinyl coated fence versus black vinyl coated. Electrified access control hardware added.*

**Maintenance & Operations Office**

**AD3.11** Sheet A1.01 *Site plan has been updated to include rolling gate and additional utility lines*

**AD3.12** Sheet A1.02 *Detail 10/A1.02 has been updated to include a rolling gate*

**End of Addendum 3**

Please Note: Bidders who "no bid" items understand this is an "All or Nothing Bid." This bid will be awarded to the lowest responsive responsible bidder.

Please confirm receipt of this addendum by date, signature this form and on bid proposal form. Contact the undersigned for any additional questions at e-mail address [dburke@djuisd.net](mailto:dburke@djuisd.net) or by fax to (530)757- 5321

By: David Burke

Director Facilities, Maintenance & Operations

Pisor Fence Division, Inc.  
Company Name

John L. Johnson  
Signature

1/13/2020  
Date



TO: Davis Joint Unified School District, acting by and through its Governing Board, herein called "Owner".

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, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the Owner, 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:

2.

**BID PACKAGE**  
Kindergarten Yard Fencing Project Phase II

in the Owner described above, all in strict conformance with the drawings and other Contract Documents on file at the Owner Offices of said Owner for amounts set forth herein.

3. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
1	2	3					
_____	_____	_____	_____	_____	_____	_____	_____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

4. **Patwin Elementary School BASE BID - TOTAL BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS:**

EIGHTY SIX THOUSAND SIX HUNDRED SEVENTY \_\_\_\_\_ DOLLARS + NO CENTS  
(\$ 86,670.00 )

5. **Willett Elementary School BASE BID - TOTAL BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS:**

SEVENTY FOUR THOUSAND EIGHT HUNDRED NINETY \_\_\_\_\_ DOLLARS + NO CENTS  
(\$ 74,890.00 )

6. **Operations Center BASE BID - TOTAL BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS:**

FORTY FOUR THOUSAND NINE HUNDRED SIXTY FOUR \_\_\_\_\_ DOLLARS + NO CENTS  
(\$ 44,964.00 )

7. **PROJECT ALLOWANCE (UNFORSEEN CONDITIONS & OWNER CONTINGENCY)** Fifteen thousand dollars (\$ 15,000.00)

**TOTAL BASE BID PRICE (BASE BID 4 + 5 + 6 + 7 Project Allowance)**

TWO HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED TWENTY FOUR \_\_\_\_\_ DOLLARS + NO CENTS  
(\$ 221,524.00 )

1. TIME FOR COMPLETION: The Owner may give a notice to proceed within twenty- eight (28) days of the award of the bid by the Owner. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, and the requisite time to complete Punch List.

In the event that the Owner desires to postpone giving the notice to proceed beyond this Thirty (30) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. 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.

It is understood that the Owner 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 Thirty (30) days after the date set for the opening of bids.

2. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid) certified check, or cashier's check (**circle one**)

3. The required List of Designated Subcontractors is attached hereto.

4. The required Non-Collusion Declaration is attached hereto.

5. The Substitution Request Form, if applicable, is attached hereto.

6. 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 Owner a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the Owner the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, 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 Owner's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

7. The names of all persons interested in the foregoing proposal as principals are as follows:

James H Dale - President

John L Johnson - Secretary

(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.)

8. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

9. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 316128

License Expiration Date: 12/31/2021

Name on License: Pisor Fence Division Inc.

Class of License: B, C-13, C-23, C-51

DIR Registration Number: 1000003166

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

10. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded 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 Award, the Owner may declare the bidder's bid deposit or bond forfeited as damages.

11. The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Special Conditions, Addenda, Specifications, and all other documents contained in the Project Manual, 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 Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this BidForm.

I agree to receive service of notices at the e-mail address listed below.

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

Pisor Fence Division Inc.  
Proper Name of Company  
John L Johnson  
Name of Bidder Representative  
7850 Antelope North Rd, Antelope, CA. 95843  
Street Address  
mailing P.O. Box 7213 Citrus Heights, CA. 95621  
City, State, and Zip  
(916) 726-1173  
Phone Number  
(916) 726-1198  
Fax Number  
jjohnson@pisorfence.net  
E-Mail

By: Signature of Bidder Representative

Date: 01/03/2020

John L. Johnson

**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.

All signatures must be made in permanent blue ink.

**(INTENTIONALLY LEFT BLANK)**

## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 *et. seq.*,) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

**NOTE:** If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.



**DESIGNATION OF SUBCONTRACTORS FORM**

Description & Portion of Work	Name of Subcontractor	% of Scope (> 1/2 of 1%)	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*
Concrete & Demo	B & M Builders	15%	11330 Sunrise Park Dr. Suite C Rancho Cordova, CA. 95742	861848 A, B, C-8, C-12, C-27, C-31, C-54	916-638-8626 Service@BM-Builders.com	1000003277
Utility Locating	Pacific Coast Locators	1%	2606 Foothill Blvd. Ste G. La Crescenta, CA. 91214	N/A	818-249-7700 quote@pclocators.com	1000013899
Electrical Conduits, grounding	Hangtown Electric	2%	11423 Sunrise Gold Circle Santa Fe Ranch Cordova, CA. 95742	849839 C-10	916-859-0500 Lloyd M@hangtownelectric.com	100000108



Description & Portion of Work	Name of Subcontractor	% of Scope (> ½ of 1%)	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*

\* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder: Pisor Fence Division Inc.  
Date: 01/03/2020  
Name: John L Johnson  
Signature of Bidder Representative: John L Johnson  
Address: P.O. Box 7213 Citrus Heights, CA. 95621  
Phone: 916-726-1173

## NON-COLLUSION DECLARATION

The undersigned declares:

I am the Secretary [Title] of Pisor Fence Division Inc. [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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 to refrain from bidding. 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. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3rd of Jan. 2020 [Date], at Antelope [City], California [State].

Signed: John L Johnson

Typed Name: John L Johnson

### **BID BOND FORM**

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and Merchants Bonding Company (Mutual) (hereafter called "Surety"), are hereby held and firmly bound unto the Davis Joint Unified School District (hereafter called "Owner") in the sum of not to exceed ten percent (10%) of the total bid amount----- (\$-----) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this 30th day of December, <sup>2019</sup>~~2020~~.

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 the construction of Kindergarten Yard Fence Project Phase II.

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 Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner 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.

Pisor Fence Division, Inc.

By

(Corporate Seal)

John L Johnson  
Principal's Signature

John L Johnson

Typed or Printed Name

Secretary

Principal's Title

By

(Corporate Seal)

[Signature]

Surety's Signature

Julia B. Bales

Typed or Printed Name

Attorney In Fact

Title

(Attached Attorney in Fact Certificate)

Merchants Bonding Company (Mutual)

Surety's Name

6700 Westown Parkway, West Des Moines, IA, 50266

Surety's Address

800-678-8171

Surety's Phone Number

**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)

Merchants Bonding Company (Mutual)

6700 Westown Parkway

West Des Moines, IA, 50266

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

HUB International Insurance Services Inc. DBA Inland Surety Bonds & Insurance Services

3390 University Avenue, Suite 300

Riverside, CA, 92501

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

800-678-8171

951-788-8581

[End of Required Bid Documents to be Submitted with Bid]

**MERCHANTS**  
**BONDING COMPANY**<sup>TM</sup>  
**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,

Julia Bo Bales; Kenneth A Coate

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 5th day of April, 2017.

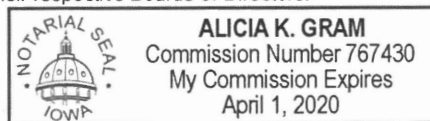


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 5th day of April, 2017, 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*  
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 \_\_\_\_\_ day of \_\_\_\_\_

DEC 30 2019



*William Warner Jr.*  
Secretary



**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.

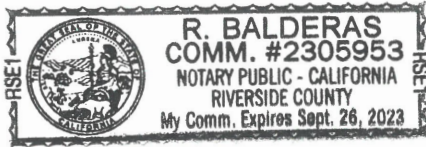
State of California )

County of Riverside )On DEC 30 2019 before me, R. Balderas, Notary Public,

Date

*Here Insert Name and Title of the Officer*personally appeared Julia B. Bales*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *R. Balderas**Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**Signer's Name: Julia B. Bales☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



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

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.
3. For any county, city, city and county, municipal corporation, public Owner, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

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.

John L Johnson  
(Signature)

John L Johnson  
(Print)

01/03/2020  
(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

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 1<sup>st</sup> day of October, 2015, I have hereunto set my hand and caused my official seal to be affixed this 1<sup>st</sup> day of October, 2015.*



Dave Jones  
*Insurance Commissioner*

By

Valerie Sarfaty  
for Nettie Hoge  
*Chief Deputy*

**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.