

**BID FORM**

FOR

MPR BLDG. HVAC REPLACEMENT & WINDOW MODIFICATIONS

At WILLETT ELEMENTARY SCHOOL

Bid Package No. 16-10

FOR

DAVIS JOINT UNIFIED SCHOOL DISTRICT

CONTRACTOR  
NAME:

Hometown Construction, Inc.

ADDRESS:

502 Giuseppe Ct. #6  
Roseville, CA 95678

TELEPHONE:

(916) 791-1333

FAX:

(916) 666-7185

EMAIL

bid4jobs@yahoo.com

LICENSE NO.

704382

EXPIRATION  
DATE

3-31-17

DIR

REGISTRATION  
NO.

1000005558

## ADDENDA NO. 1

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:

### BID PACKAGE NO. 16-10

### MPR BLDG. HVAC REPLACEMENT & WINDOW MODIFICATIONS

At

### WILLETT ELEMENTARY SCHOOL

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.

#### 2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
1							

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.

#### 3. TOTAL BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS:

Two hundred forty seven thousand one hundred seventy six and no cents DOLLARS  
(\$ 247,176.00 )

#### 3a. PROJECT ALLOWANCE (UNFORSEEN CONDITIONS & OWNER CONTINGENCY)

(\$ 10,000)

#### 3b. ADD Alternate No. 1 – Replace Existing HVAC Control System (Novar) total of 14 HVAC Units with Delta Controls (See attached for general scope)

Forty four thousand eight hundred twenty four DOLLARS  
(\$ 44,824.00 )

4. TIME FOR COMPLETION: The Owner may give a notice to proceed within SIXTY (60) 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 SIXTY (60) 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 SIXTY (60) days after the date set for the opening of bids.

## ADDENDA NO. 1

5. 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**)
6. The required List of Designated Subcontractors is attached hereto.
7. The required Non-Collusion Declaration is attached hereto.
8. The Substitution Request Form, if applicable, is attached hereto.
9. 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.
10. The names of all persons interested in the foregoing proposal as principals are as follows:

JACK JOHNSTONE Vice President, Secretary, Treasurer  
Tamali Johnstone President and Manager  
Hometown Construction Inc.

(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.)

11. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.
12. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 704382  
License Expiration Date: 3-31-17  
Name on License: Hometown Construction Inc  
Class of License: B-, C-20, C-36  
DIR Registration Number: 100000 5558

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

13. 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)



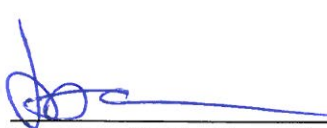
## ADDENDA NO. 1

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.

14. 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 Bid Form.

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.

HomeTown Construction INC  
Proper Name of Company  
JACK JOHNSTONE Vice President  
Name of Bidder Representative  
502 Giuseppe Ct unit 6  
Street Address  
ROSEVILLE CA 95678  
City, State, and Zip  
(916) 791-1333  
Phone Number  
(916) 666-7185  
Fax Number  
Bid 4Jobs @ Yattoo.com  
E-Mail  
By:  Date: 4-8-16  
Signature of Bidder Representative

**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.

## 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	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*
AVIATION (1)					
Windows 12%	Montez G-ASS	7571 14TH AVENUE SACRAMENTO, CA 95820	688463 C-17	SUZANNE MONTENZ@ MONTENZ9455.COM 916 482-1288	1000004964
Controls 7% (BASE BID)	ZSI	4214 S. MARKET CT WICK H, SACRAMENTO CA 95834	422478 C-20, C-36 C-38, C-43, B C-4	916-344-1711 TJKA@ ESITE.NET	1000001175
Balance 1%	Raglen System Balance	1121 UNIVERSITY AVENUE RENO, NV 89503	434901 C-61/P-62	916-316-7316 J.M@RA916.COM SYSTEMBALANCE.COM	1000001906



Description & Portion of Work (%)	Name of Subcontractor	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:

Hometown Construction, Inc.  
4-8-16

Date:

Name:

Jack Johnstone, Vice President  
[Signature]

Signature of Bidder Representative:

Address:

502 Giuseppe Ct. #6, Roseville, CA 95678  
(916) 791-1333

Phone:

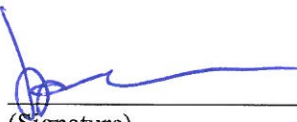
**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION FORM**

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.

  
\_\_\_\_\_  
(Signature)

Jack Johnstone, Vice President  
\_\_\_\_\_  
(Print)

4-8-16  
\_\_\_\_\_  
(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.



## NON-COLLUSION DECLARATION

The undersigned declares:

I am the Vice President [Title] of Hometown Construction, 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 4-8-16 [Date], at Roseville [City], California [State].

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Jack Johnstone,  
Vice President

### BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, Hometown Construction, Inc. (hereafter called "Principal"), and The Guarantee Company of North America USA (hereafter called "Surety"), are hereby held and firmly bound unto the Davis Joint Unified School District (hereafter called "Owner") in the sum of Ten Percent of Amount Bid (\$10%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this 22 day of March, 2016.

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 MPR Bldg. HVAC Replacement and Window Modifications at Willett Elementary School.

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.

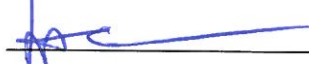
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this 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.

Hometown Construction, Inc.

By



(Corporate Seal)

Principal's Signature

Jack Johnstone

Typed or Printed Name

Vice President

Principal's Title

By



(Corporate Seal)

Surety's Signature

Shawna Johnson

Typed or Printed Name

Attorney-in-Fact

Title

The Guarantee Company of North America USA

(Attached Attorney in Fact Certificate)

Surety's Name

One Towne Square, Ste. #1470, Southfield, Michigan 48076

Surety's Address

866-328-0567

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)

The Guarantee Company of North America USA

One Towne Square, Ste. #1470

Southfield, Michigan 48076

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

Vivian Imperial

818 West Seventh Street, Suite 930

Los Angeles, CA 90017

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

Kevin Chambers

866-328-0567

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



## 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 March 22, 2016 before me, Melissa D. Diaz, Notary Public  
(insert name and title of the officer)

personally appeared Shawna Johnson,  
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)





The Guarantee Company of North America USA  
Southfield, Michigan

## POWER OF ATTORNEY

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

Renee Ramsey, Richard W. Pratt, John Hopkins, Elizabeth Collodi, Bobbie Beeny, Nancy Luttenbacher  
Phillip O. Watkins, Keith T. Schuler, Melissa D. Diaz, Shawna Johnson, Mindy Whitehouse, Jennifer Stone, Sara Walliser, John J. Weber  
Interwest Insurance Services, Inc.

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

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

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

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

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

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



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

**Stephen C. Ruschak, President & Chief Operating Officer**

**Randall Musselman, Secretary**

**STATE OF MICHIGAN**  
**County of Oakland**

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
Acting in Oakland County

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

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



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 22 day of March, 2016.

**Randall Musselman, Secretary**

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Nº 08305

Amended  
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

The Guarantee Company of North America USA

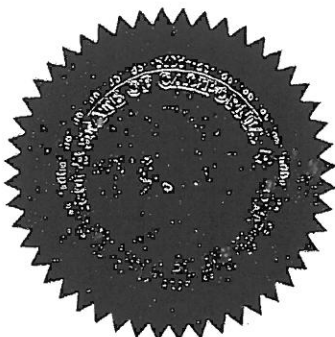
of Michigan, organized under the  
laws of Michigan, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within the State, subject to  
all provisions of this Certificate, the following classes of insurance:

Surety

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 20th  
day of December, 2006, I have hereunto  
set my hand and caused my official seal to be affixed this  
20th day of December, 2006.



John Garamendi  
Insurance Commissioner

By

Patricia K. Staggs  
for Richard D. Baum  
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.



**Company Profile**
[Company Search](#)
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[Old Company Names](#)
[Agent for Service](#)
[Reference Information](#)
[NAIC Group List](#)
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[Annual Statements](#)
[Quarterly Statements](#)
[Company Complaint](#)
[Company Performance & Comparison Data](#)
[Company Enforcement Action](#)
[Composite Complaints Studies](#)
[Additional Info](#)
[Find A Company Representative In Your Area](#)
[View Financial Disclaimer](#)
**COMPANY PROFILE**
**Company Information**
**GUARANTEE COMPANY OF NORTH AMERICA USA (THE)**
**ONE TOWNE SQUARE, SUITE 1470  
SOUTHFIELD, MI 48076**
**Old Company Names**
**Effective Date**

MID-STATE SURETY CORPORATION

12/20/2006

**Agent For Service**

Vivian Imperial  
818 WEST SEVENTH STREET  
SUITE 930  
LOS ANGELES CA 90017

**Reference Information**

NAIC #:	36650
California Company ID #:	4609-4
Date Authorized in California:	10/14/1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MICHIGAN

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**NAIC Group List**

NAIC Group #: 0000

**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AUTOMOBILE  
BOILER AND MACHINERY  
BURGLARY  
COMMON CARRIER LIABILITY  
CREDIT  
FIRE  
LEGAL INSURANCE  
LIABILITY  
MARINE  
MISCELLANEOUS  
PLATE GLASS  
SPRINKLER  
SURETY  
TEAM AND VEHICLE

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## 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 Placer

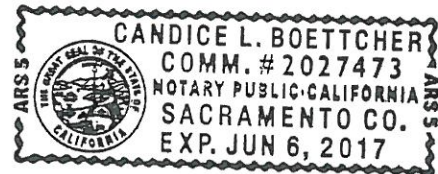
On March 22, 2016 before me, Candice L. Boettcher  
(insert name and title of the officer)

personally appeared Jack Johnstone,  
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 Candice L. Boettcher (Seal)





## Bid Package 16-10

# DAVIS JOINT UNIFIED SCHOOL DISTRICT

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

Board of Education: Madhavi Sunder ♦ Barbara Archer ♦ Tom Adams ♦ Susan Lovenburg ♦ Alan Fernandes  
Superintendent of Schools: Winfred Roberson

## ADDENDUM #1

### MPR BLDG. HVAC REPLACEMENT & WINDOW MODIFICATIONS

at

### Willet Elementary School

March 28, 2016

#### 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 Consultant Proposal. 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.

#### PLAN & SPECIFICATION ADDS/CHANGES & Clarification Questions:

1. **Correction of Bid(s) Due Date from 2:00:00 PM on April 9, 2016 to 2:00:00 PM on April 8, 2016**
2. **Does the District have a preferred Delta controls contractor that they use?** - *Environmental Systems, Inc.*
3. **Does the exterior ductwork from A/C 1 & 2 getting painted?** - *Exterior ductwork shall be painted. Color choice by owner.*
4. **Does the interior exposed spiral ducting getting painted?** - *Interior exposed ductwork shall be painted. Color choice by owner.*
5. **At A/C unit 1 & 2 at the front of the school there is no security fencing shown to go around them are they supposed to?** - *Provide security chain link fencing around equipment accessible to students.*
6. **Does the existing ductwork in the attic that is not being reused and is not in conflict with new work getting abandoned in place or removed?** - *Remove existing un-used ductwork.*
7. **On sheet M2.1 there is a note 7 indicating alternate location of fan coils is this our choice or ?** - *Contractor's option. Contractor shall provide necessary access for either option.*
8. **There is an existing vertical fan coil unit in the attic above the MP room it shows ducting that serves the MP room and some other rooms it tells us the relocate outdoor unit so to have room for the new outdoor unit serving the office there is also a note pointing to the ductwork saying to abandon system is this system being used if not why are we relocating outdoor section instead of removing it.** - *Office system to be completely removed and replaced. MP system to be left as-is and operational.*



**ADDENDA No. 1**

**MPR Bldg. HVAC Replacement & Window Mod.**

**Willett ES – PN 16-10**

9. Can we get a site plan sheet for the school so we can determine how far to run electrical for new units nothing is shown for this. At the prebid it was mentioned the electrical is coming from the far end of the adjacent building. - *See attached site plan from owner. (SK-01)*
10. District has added Alternate No.1 (Bid Line 3b) – Replace Existing HVAC Controls (Novar Controls) with New Delta Controls System for 14 existing HVAC Units. See Revised Bid Form (pages 14-16 & SC page 134). See also attached general scope narrative.

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 [gparker@djusd.net](mailto:gparker@djusd.net) or by fax to (530)757-5321

**By: George Parker**

**Director Facilities, Maintenance & Operations**

Hometown Construction Inc

Company Name

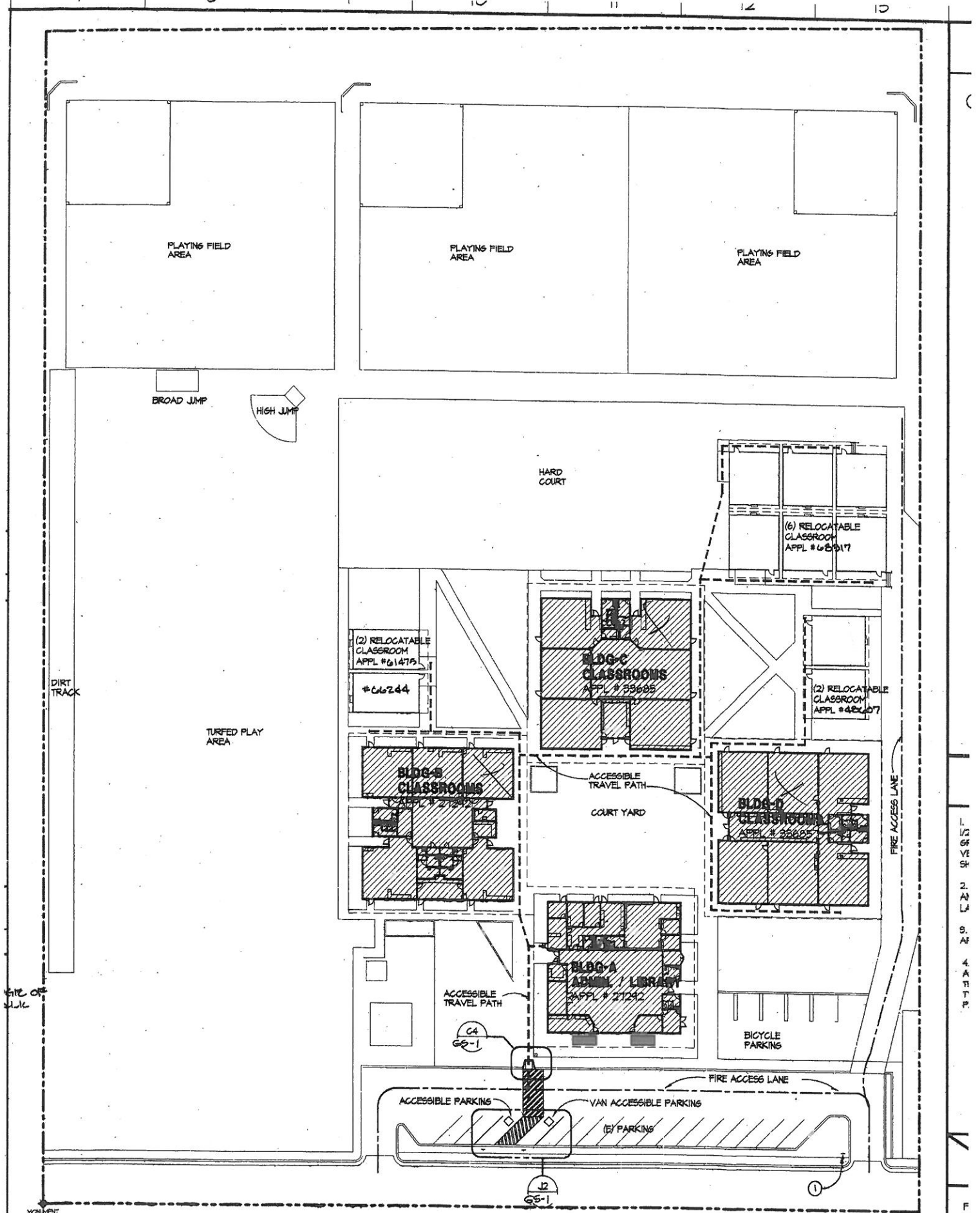
JAC

Signature

JACK JOHNSTONE V.P.

4-8-16

Date



WILLETT ELEMENTARY SCHOOL

C7	SITE PLAN	Addenda No. 1 PN-16-10 SK-01
1" = 40'-0"	-	

1. 1/2" GF VE SK  
2. AL LA  
3. AF  
4. A T T P  
F  
F  
A  
P  
A

## SPECIAL CONDITIONS

The following supplements modify the General Conditions. Where a portion of the General Conditions is modified and or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

### **Additive/ Deductive Bid Alternates (See Section 13 of Instruction to Bidders)**

If the District has included additive/ deductive alternates which require all bidders to price as part of their bid, the District will utilize the following method to determine the lowest bidder in accordance with Public Contract Code section 20103.8:

- ☐ ~~The lowest bid shall be the lowest bid price on the base contract plus Owner's allowance/contingency without consideration of the prices on the additive or deductive items.~~
- ☐ ~~The lowest bid shall be the lowest total of the bid prices on the base contract plus Owner's allowance/contingency and the following additive or deductive items:~~

#### **1. ADDITIVE/DEDUCTIVE – Replace Existing HVAC Controls from Novar to Delta**

- ☐ The lowest bid shall be the lowest total of the bid prices on the base contract plus Owner's allowance/contingency and the following additive or deductive items taken in order as listed below depending upon the available funds for this Project which is estimated at:

1. \$30,000

- ☐ The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders from being revealed to the District before the ranking of all bidders from lowest to highest has been determined. The procedures the District will utilize to conceal the identity of any of the bidders will be as follows:

**BLIND BID PROCESS – Redacted names of bidders, bids evaluated independently by sequestered group of individuals not party to public bid opening process. Lowest Bid shall be the Lowest combination of Base Bid, Owner's Allowance/Contingency and Bid Additive/Deductive**

**\*\*Note:** Pursuant to Public Contract Code Section 20103.8, the selection process selected does not preclude the District from using any of the additive or deductive alternates from the Contract after the lowest responsible responsive bidder has been determined.





## **Bid Package 16-10**

### **DAVIS JOINT UNIFIED SCHOOL DISTRICT**

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

Board of Education: Madhavi Sunder ♦ Barbara Archer ♦ Tom Adams ♦ Susan Lovenburg ♦ Alan Fernandes  
Superintendent of Schools: Winifred Roberson

#### **ADDENDUM #1**

#### **ADD ALTERNATE – REPLACE EXISTING NOVAR CONTROLS**

##### **Willett Elementary School**

##### **Scope of Work: Turn Key retrofit of the Entire Campus**

1. Furnish and install one new Delta system in place of all of the existing Novar equipment.
2. This existing equipment count is 14 HVAC units
3. This replacement will encompass all points of control as they exist now (except as noted below)
4. We will reuse all parts and wiring deemed usable and warrantable
5. Replace and add new components and wiring that are not compatible with the Delta system or not working.
6. Add space temperature monitoring to the areas served by one unit that are not represented in the overall temperature (B building)
7. Replace time clock for outside light control in the IT equipment room in the Front office with an EMS time clock point.
8. Add New Conduit and LAN wiring to the two new portable near the Science lab
9. Interface this system with the Schools Intranet for District Wide monitoring
10. Furnish graphics, As-builts, engineering, programming, training, and testing.
11. Sales Tax and Freight.



## CONTRACTOR/VENDOR REGISTRATION REQUEST FORM

SB 854 - Beginning January 1, 2015, K-12 and community college districts must include provisions in their invitations for bids and contract documents that (1) no contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after April 1, 2015 unless it has registered with the DIR; (2) no contractor or subcontractor may be awarded a contract on a public works project on or after April 1, 2015 unless it has registered with the DIR; and (3) the project is subject to compliance monitoring and enforcement by the DIR. In anticipation of these deadlines, Contractors should become familiar with the new rules and establish processes and timelines for updating their bid documents. For more Information click link <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

Company Name: Hometown Construction, Inc.		
Address: 502 Giuseppe Court, Suite #6		
City: Roseville	State: CA	Zip: 95678
Phone Number: 916-791-1333		
Fax Number: 916-666-7185		
Contact Name: Jack Johnstone		
E-mail Address: bid4jobs@yahoo.com		
Length of time in Business: 21 Years		
Current Contractor's License/Classification (i.e. C-2, C-7, ect.): B, C-20 and C-36		
Current Contractor's License Number: 704382		Expiration Date: 3/31/17
DIR Registration Number: 100005558		

Please complete and return this form if you wish to be included in the District's list of Registered Contractors and vendors performing work for the period between January 1, 2016 – December 31, 2016 in accordance with CA Labor Code 1720-1744. Any awards or agreements for services or any other public works construction project >\$1,000 for the Davis Joint Unified School District must be with vendors who have registered with the DIR. Definitions and clarifications regarding what constitutes "public works" can be found on the DIR web page link at <http://www.dir.ca.gov/Public-Works/PublicWorksContractorsAndSubcontractors.html>. Please returned this form via e-mail or fax. Direct any questions to Maureen Poole, Department Secretary at [mpoole@djUSD.net](mailto:mpoole@djUSD.net) or (530) 759-2182

You may fax the filled out application to (530) 757-5321

  
Owner's Signature

4-8-16  
Date