

REVISED BID FORM

FOR
ROOF REPAIR & REPLACEMENT
At
DAVIS HIGH SCHOOL (Bldg. O) & HARPER Jr HIGH SCHOOL (All Bldgs.)
Bid Package No. 16-33

FOR
DAVIS JOINT UNIFIED SCHOOL DISTRICT

CONTRACTOR
NAME:

RUA & SON MECHANICAL, INC

ADDRESS:

69 Lincoln Blvd A348

Lincoln, Ca 95648

TELEPHONE:

(916) 543-9360

FAX:

(916) 543-9361

EMAIL

WWW.RUAINC.COM

LICENSE NO.

816570

EXPIRATION
DATE

1/31/17

DIR

REGISTRATION
NO.

1000002506

Addenda No. 3
PN-16-33
Revised Bid Form

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. 16-33

ROOF REPAIR & REPLACEMENT – DAVIS HIGH SCHOOL (Bldg. O) & HARPER Jr. HS (All Bldgs.)

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
<u>1</u>	<u>2</u>	<u>3</u>	_____	_____	_____	_____	_____

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. **#1 DAVIS HS – BLDG O - TOTAL BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS:**

Eighty Two Thousand Three Seventy Eight & ⁰⁰/₁₀₀ DOLLARS
(\$ 82,378.00)

4. **#2 HARPER Jr. HS – All BLDGS. - TOTAL BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS:**

Three Hundred Twenty Three Thousand Two Eighty Four DOLLARS
(\$ 323,284.00)

5. **PROJECT ALLOWANCE (UNFORSEEN CONDITIONS & OWNER CONTINGENCY)**
(\$ 40,000.00)

FINAL AWARD VALUE WILL BE BASED ON THE COMBINATION OF THE SELECTED BID (BY ONE OR MORE SITES) PLUS PROJECT ALLOWANCE AS DETERMINED BY THE DISTRICT AND THE AVAILABILITY OF OVERALL PROJECT FUNDS - SEE SPECIAL CONDITIONS (page 139) INCLUDED IN ADDENDA No. 3

6. 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.

Addenda No. 3
PN-16-33
Revised Bid Form

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.

7. 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**)
8. The required List of Designated Subcontractors is attached hereto.
9. The required Non-Collusion Declaration is attached hereto.
10. The Substitution Request Form, if applicable, is attached hereto.
11. 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.
1. The names of all persons interested in the foregoing proposal as principals are as follows:

LUIS RUA

(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.)

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

License Number: 816570

License Expiration Date: 1/31/17

Name on License: RUA & SON MECHANICAL, INC.

Class of License: B, C20, C39, C43

DIR Registration Number: 100000 2506

Addenda No. 3
PN-16-33
Revised Bid Form

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

4. 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.

5. 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.

ROA & SON MECHANICAL, INC
Proper Name of Company
LUIS ROA
Name of Bidder Representative
69 LINCOLN BLVD A 348
Street Address
LINCOLN, CA 95648
City, State, and Zip
(916) 543-9360
Phone Number
(916) 543-9361
Fax Number
LOUIE@ROAINC.COM
E-Mail

By:  Date: 1/30/17
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.

ADDENDA NO. 3
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 None~~

- ☐ The lowest bid shall be the lowest total of the bid prices on the base contract (by site) plus Owner's allowance/contingency and any additive or deductive items taken in **NO** order of preference depending upon the available funds for this Project
 - 1. Davis High School – Building O
 - 2. Harper Jr. HS – All Buildings
- ☐ 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 (by one or more Sites), Owner's Allowance/Contingency.

****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.

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

[illegible]

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:

ROA & SON MECHANICAL, INC.

Date:

1/30/17

Name:

Luis Rua

Signature of Bidder

Representative:

Address:

69 Lincoln Blvd A348 Lincoln, Ca 95648

Phone:

916 543-9360

NON-COLLUSION DECLARATION

The undersigned declares:

I am the PRESIDENT [Title] of RUA & SON MECHANICAL, 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 JAN 30, 2017 [Date], at LINCOLN [City], CA [State].

Signed: _____



Typed Name: Luis Rua

**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)

Luis Rua

(Print)

(Date)

1/30/17

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.

Davis Joint Unified School District
1919 5th Street, Davis CA 95616
Phone: 530-757-2182 • Fax: 530-757-5321



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: RUA & SON MECHANICAL, INC		
Address: 69 LINCOLN BLVD A342		
City: LINCOLN	State: CA	Zip: 95648
Phone Number: 916 543-9360		
Fax Number: 916 543-9361		
Contact Name: Luis Rua		
E-mail Address: LOUIE@RUAINC.COM		
Length of time in Business: 14 YEARS		
Current Contractor's License/Classification (i.e. C-2, C-7, ect.): B, C20, C39, C43		
Current Contractor's License Number: 816570		Expiration Date: 1/30/17
DIR Registration Number: 100002506		

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 or (530) 759-2182

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


Owner's Signature

1/30/17
Date



DAVIS JOINT UNIFIED SCHOOL DISTRICT

1919 5th Street, Davis, CA 95616 • FACILITIES PLANNING DEPARTMENT Telephone: (530) 759-2182

Board of Education: Madhavi Sunder • Barbara Archer • Tom Adams • Bob Poppenga • Alan Fernandes
Superintendent of Schools: Dr. John Bowes, ED. D.

ADDENDUM #1

PN 16-33 Re-Roofing of Bldg. O & Harper Jr. HS

January 11, 2017

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.

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

PLAN & SPECIFICATION ADDS/CHANGES

1. Increase scope of Work for Harper Jr. HS to include all existing Single-ply roof Areas (Buildings A, B, C, D & E) See SK-01
2. See Reference Roof Plan sheets AA.6.1, AA.6.2, AB.6.2, AC.6, AD.6.1, AD.6.2 and AE.6 (Harper Jr HS)
3. Construct Edge Built-up along South, East and West Edges of Building O to accommodate new roof (See attached detail SK-03)
4. **Change in Contract Performance Period from 60 Calendar days to 120 Calendar Days**
5. Revised Bid Form
6. Revised Agreement Form

Clarification Questions:

None

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 or by fax to (530)757-5321

George Parker,
Director Facilities, Maintenance & Operations
Davis Joint Unified School District

Rua & Son Mechanical, Inc
Company Name

Signature

Date

1/30/17



DAVIS JOINT UNIFIED SCHOOL DISTRICT

1919 5th Street, Davis, CA 95616 • FACILITIES PLANNING DEPARTMENT Telephone: (530) 759-2182

Board of Education: Madhavi Sunder • Barbara Archer • Tom Adams • Bob Poppenga • Alan Fernandes
Superintendent of Schools: Dr. John Bowes, ED. D.

ADDENDUM #2

PN 16-33 Re-Roofing of Bldg. O & Harper Jr. HS

January 19, 2017

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.

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

BID SUBMISSION DATE/TIME CHANGE

Change to Bid Submission Date from January 31, 2017, 2:30:00 PM to January 30, 2017 at 2:00:00 PM

Added Clarifications to Harper Jr. HS Scope of Work;
This applies to all the classroom wings.

Roof Work includes:

1. Remove existing single ply roof only leaving insulation and/or slip sheet in place.
2. Mechanically fasten one layer of ¼" Dens-Deck.
3. Install mechanically fastened 45-Mil TPA roof system.
4. Reuse existing reglet and counterflashing.
5. Reuse existing coping cap at walls where the single ply is extended up and over the wall.
5. Install reinforced walkway roll where in same locations as existing roofs and as shown on plans.

Do not install walkway roll over seams in new single ply roof system

Additional Site Walk is being scheduled for Tuesday, January 24, 2017 at 3:30PM at Harper Jr. HS. Please contact the District's representative Don Metzger at 916-871-4076 for further information.

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 or by fax to (530)757-5321.

George Parker, Director Facilities, Maintenance & Operations
Davis Joint Unified School District

RUA & SON MECHANICAL, INC
Company Name

[Signature]
Signature

1/30/17
Date



DAVIS JOINT UNIFIED SCHOOL DISTRICT

1919 5th Street, Davis, CA 95616 • FACILITIES PLANNING DEPARTMENT Telephone: (530) 759-2182

Board of Education: Madhavi Sunder • Barbara Archer • Tom Adams • Bob Poppenga • Alan Fernandes
Superintendent of Schools: Dr. John Bowes, ED. D.

ADDENDUM #3

PN 16-33 Re-Roofing of Bldg. O & Harper Jr. HS

January 26, 2017

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.

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

NOTICE OF REVISED BID AWARD SELECTION CRITERIA – INSTRUCTIONS TO BIDDERS ARTICLES 11 & 13

PLAN & SPECIFICATION ADDS/CHANGES

1. REVISED BID FORM AND SPECIAL CONDITIONS PAGE 139

Added Clarifications to Scope of Work for Davis High School Building O;

Work also includes:

1. Remove & replace existing HVAC Mechanical Units, electrical conduits and any other items necessary to complete the new single ply roofing system. In the event the new parapet wall effects the re-installation of the exhaust units or electrical conduits, provide any necessary adjustments to return it to its fully functional condition.

Added Clarifications to Scope of Work for Harper Jr. HS;

1. The existing mechanical wells required to receive new taper materials to ensure proper roof drainage.
2. See attached photo that clarifies roof repair areas at Bldg. B and Central canopy.

THIS CLOSES THE Q&A PERIOD – NO FURTHER ADDENDA'S WILL BE ISSUED

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 or by fax to (530)757-5321.

George Parker, Director Facilities, Maintenance & Operations -Davis Joint Unified School District

RUA & SON MECHANICAL INC
Company Name

[Signature]
Signature

1/30/17
Date

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and Merchants Bonding Company (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 10% of the bid amount***** (\$ 10% of the bid amt.) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this 19th day of January, 2017.

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 Re-Roofing Project, Bldg. "O" Davis HS & Bldg "A" Mech. Well Harper Jr. HS.

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.

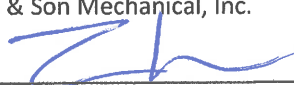
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this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

Rua & Son Mechanical, Inc.

By



(Corporate Seal)

Principal's Signature

LUIS RUA

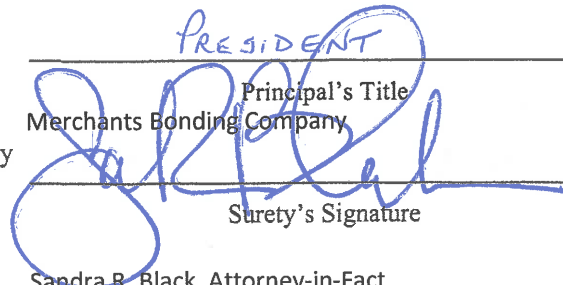
Typed or Printed Name

PRESIDENT

Principal's Title

Merchants Bonding Company

By



Surety's Signature

(Corporate Seal)

Sandra R. Black, Attorney-in-Fact

Typed or Printed Name

CALIFORNIA ALL-PURPOSE 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.

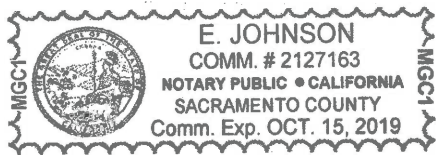
STATE OF CALIFORNIA

County of Sacramento

On 1/19/17 before me, E. Johnson, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandra R. Black

Name(s) of Signer(s)



Place Notary Seal Above

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

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another 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: Sandra R. Black

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Merchants Bonding
Company

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Sandra R Black; Sharon J Rusconi; Sokha Evans

of Sacramento and State of California their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

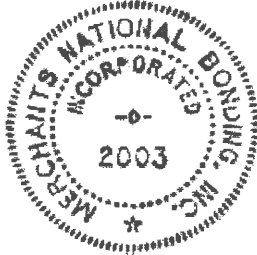
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"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 Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of November, 2014.



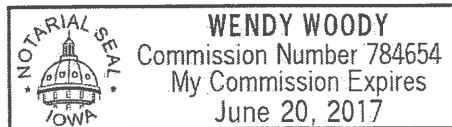
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 20th day of November, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is 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.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the 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 19th day of January, 2017



William Warner Jr.
Secretary