

SECTION 00 41 13

BID FORM

To: THE BOARD OF TRUSTEES
American River Flood Control District
Sacramento, California

Ladies and Gentlemen:

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, transportation, equipment, services and incidentals necessary to construct, as appropriate Roof Repair/Replacement, complete including miscellaneous work shown and specified, all in strict conformance with Contract Documents prepared therefore. Bid Proposal shall include the Allowance No. 1 price of \$10,000.00, the Allowance No. 2 price of \$2,500.00, and all applicable taxes. Refer to Section 01 21 00 for Allowances.

BASE BID: Three Hundred Twenty Seven Thousand Eighty
Dollars (\$ 327,080.00).

BID SECURITY: Enclosed is bid security in the amount of ten percent of the BASE BID made payable to the Owner. It is agreed by the undersigned that said amount shall be retained by the Owner as liquidated damages provided undersigned fails to execute the Construction Agreement included hereinafter, and furnish necessary bonds and insurance as specified within ten days after written notice by Owner of acceptance of the proposal.

ADDENDA: The undersigned agrees that all addenda received and acknowledged herein shall become a part of and included in this proposal. The proposal includes the following addenda:

Addendum No. _____ dated _____ Addendum No. _____ dated _____
Addendum No. _____ dated _____ Addendum No. _____ dated _____

CONTRACTOR PAYMENTS: The undersigned agrees to the schedule of payments and payment retention as described under Article 9 of the Supplementary Conditions.

LIQUIDATED DAMAGES: The undersigned agrees that in case all of the work called for under the Contract, in all parts and requirements, is not finished or completed within the Contract time set forth in this Proposal, unless a delay is authorized in writing by the Owner, damage will be sustained by the Owner. It is further agreed by the undersigned that it is impractical to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason for such delay. The undersigned, therefore, agrees to pay the Owner the sum of Five Hundred Dollars (\$500.00) per calendar day that the work remains uncompleted or unaccepted by the Owner. The undersigned agrees to pay said liquidated damages as herein provided and, in the event such damages are not paid, agrees that the Owner may deduct the amount thereof from any monies due or that may become due the undersigned.

SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contract Code of the State of California as last amended, subcontractors will perform the portion of the work indicated on the Designation of Subcontractors Form attached at the end of this Section. Where no subcontractor is listed for any portion of the work listed hereunder, the undersigned represents that he is competent, experienced and equipped to do that segregated portion of the work and that it will not be subcontracted.

RESPONSIBILITY

The undersigned has thoroughly examined the site and existing conditions where the work is to be constructed, is familiar with the Drawings, Specifications and other Contract Documents pertaining thereto and hereby certifies that this Proposal is genuine and not collusive (see attached "Non-Collusion Affidavit"), and that the Owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

Name of Firm RUA & SON MECHANICAL, INC
(Corporation, Partnership, etc.)

Type of Firm CORPORATION

Address 4265 Duluth Ave.
Rocklin CA. 95765

I declare that the firm has License No. 816570 with an Expiration Date of 1/31/21.

Executed at Rocklin California.

Signatures: [Signature]

Dated this 2 day of July 2020

MERCHANTS
BONDING COMPANYTM

MERCHANTS BONDING COMPANY (MUTUAL) 6700 WESTOWN PARKWAY, WEST DES MOINES, IA
PHONE: 800-678-8171 FAX: 515-243-3854

BID BOND
PUBLIC WORK

Bond No. MBC00808

KNOW ALL PERSONS BY THESE PRESENTS:

That Rua & Son Mechanical, Inc.

(hereinafter called the Principal) as Principal, and the Merchants Bonding Company (Mutual)

(hereinafter called Surety), as Surety, are held and firmly bound to American River Flood Control District

(hereinafter called the Obligee) in the full and just sum of (Not to exceed 10% of the bid amount*****)

Not to exceed ten percent of the bid amount***** Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 1st day of July, 2020

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for

Reroof and HVAC Upgrade at the American River Flood Control District Office

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the Merchants Bonding Company (Mutual), as Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness:

Rua & Son Mechanical, Inc.

Principal

By  Lewis Remy, President

Attest:

Merchants Bonding Company (Mutual)

By 

Sandra R. Black, Attorney-in-Fact

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 7/1/2020 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)

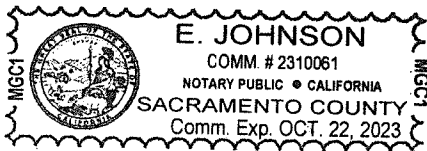
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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



Place Notary Seal Above

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(Mutual)/Merchants
National Bonding, Inc.

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 of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Jonathan Russell; Kathleen Ann Beck; Misty Hemje; Peter D Holley; Robin L Amstutz; Sandra R Black; Sokha Evans

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.

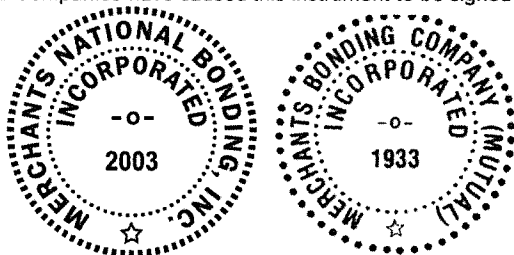
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 11th day of February, 2020.

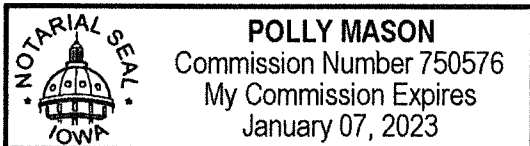


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, 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.

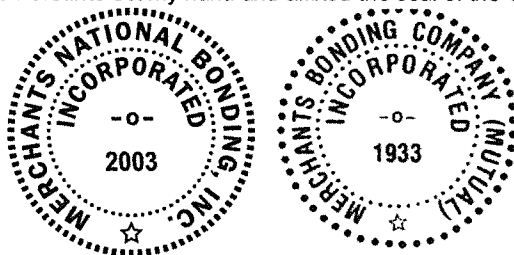


Polly Mason
Notary Public

(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 1 day of July, 2020



William Warner Jr.
Secretary

California All-Purpose Certificate of 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 Rocklin

} s.s.

On 07/01/2020 before me, Paige Stuter, Notary Public
Name of Notary Public, Title

personally appeared Luis Rua
Name of Signer (1)

Name of Signer (2)

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.

Paige Stuter
Signature of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

Noncollusion Affidavit

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) President
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information
Method of Signer Identification Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es) Notarial event is detailed in notary journal on: Page # _____ Entry # _____ Notary contact: _____ Other <input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s) <input type="checkbox"/> _____



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number: **816570**

Entity: CORP

Business Name: RUA & SON MECHANICAL
INCORPORATED

Contract Classes: B C20 C43 C39

Expiration Date: 01/31/2021

www.csib.ca.gov



Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
RUA & SON MECHANICAL INCORPORATED	1000002506	PLACER	ROCKLIN	CSLB:816570	Active	06/04/2018	06/30/2019



Rua & Son Mechanical Inc

Rocklin, CA (Certified for CA)

Has achieved the status of
Master Roofing Contractor for GAF, (Commercial
Roofing Products Division),
North America's Largest Roofing Manufacturer.

Master status is awarded to a contractor based on
their commitment to installation excellence and
continuous education. They have pledged to
ensure that each customer receives their "best
and safest choice" in roofing and are authorized to
offer the Diamond Pledge® NDL Roof Guarantee.

GAF ID: 1118766

Valid Through: 07/2020

Member Since: 07/2018

Restoration | Single-ply

A handwritten signature in black ink, appearing to read "Jim Schnepfer".

Jim Schnepfer
President and CEO, GAF

A handwritten signature in black ink, appearing to read "Bobby Fischer".

Bobby Fischer
Vice President, Contractor Programs, GAF