

LOS GATOS-SARATOGA JOINT UNION HIGH SCHOOL DISTRICT  
2018 PROJECTS - SHS 800 WING

DOCUMENT 00 41 13

BID FORM

To: Governing Board of LOS GATOS-SARATOGA JOINT UNION HIGH SCHOOL DISTRICT ("District" or "Owner")

From: Calstate Construction, Inc.  
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders, the Instructions to Bidders, and the Special Conditions have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid.

PROJECT: SARATOGA HIGH SCHOOL 800 WING MODERNIZATION

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

1. Allowance for Dry-rot and Framing Damage not called out for replacement on the plans (to cover unforeseen damage at the Direction of the Architect during construction):	\$	<u>20,000</u>
2. Cost to saw-cut, remove, and replace existing site concrete not already shown on plans to be located in the field by the Architect. Contractor to include saw-cutting an area 10'-0" x 80'-0" (assuming 4" concrete w/ #4 rebar at 24" o.c. typical) and replace it with 4" of concrete with #4 at 24" o.c., doweled into adjacent concrete per details on sheet A-12.2 including halo finish per sheet A-12.2. This cost shall be included in the base bid and shall be used as a unit cost for additional site concrete that may be identified for replacement or as a credit if not used. Provide full cost for 800sf outlined here in base bid:	\$	<u>25,000<sup>00</sup></u>
3. Base scope of work outlined in plans and specifications	\$	<u>2,579,000<sup>-</sup></u>
<u>Two million Six Hundred Twenty Four Thousand.</u>		
Dollars		\$ <u>2,624,000<sup>-</sup></u>
<b>TOTAL BASE BID (Includes Items #1, #2, and #3 above)</b>		

- Additive/Deductive Alternates: None**  
Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.
- Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

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- a. **Site Concrete:** Cost to saw-cut, remove, and replace existing site concrete not already shown on plans to be located in the field by the Architect. Contractor to include saw-cutting an area 10'-0" x 80'-0" (assuming 4" concrete w/ #4 rebar at 24" o.c. typical) and replace it with 4" of concrete with #4 at 24" o.c., doveled into adjacent concrete per details on sheet A-12.2 including halo finish per sheet A-12.2. This cost shall be included in the base bid and shall be used as a unit cost for additional site concrete that may be identified for replacement or as a credit if not used. Provide full cost for 800sf outlined here in base bid.
3. **Allowance(s).** The Bidder's Base Bid **SHALL** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order. Refer to General Conditions, Scope of Work for further information related to allowances.
- a. **Allowance for Dry-rot and Framing Damage** not called out for replacement on the plans (to cover unforeseen damage at the Direction of the Architect during construction). **Allowance to be \$20,000.**
4. **Contract Review.** The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
5. **Requests for Clarification.** The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
6. **Contract Time.** The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
7. **Contractual Provisions.** The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
- The liquidated damages clause of the General Conditions and Agreement.
  - The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.
  - The "Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
8. **Bid Open for 90 Days.** It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
9. **Attachments.** The following documents are attached hereto:
- The Bid Bond on the District's form or other security
  - The Designated Subcontractors List
  - The Site-Visit Certification
  - The Noncollusion Declaration

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10. **Addenda Acknowledgement.** Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>5/14/2018</u>	No. <u>2</u> , Dated <u>5/21/2018</u>
No. <u>3</u> , Dated <u>5/23/2018</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <b>no</b> addenda were issued.	

11. **Bidder's License.**

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
- Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

12. **Labor Harmony.** The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

13. **DIR Registration.** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.

14. **Prequalification.** The Bidder confirms that it has been prequalified by the District.

15. **SWPPP QSP.** Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP"), for every risk level, and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.

16. **General Acknowledgement.** The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

17. **False Claims Act.** Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et

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seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 30th day of May 20 18

Name of Bidder Calstate Construction, Inc.

Type of Organization Corporation

Signed by 

Title of Signer Andrew Borrego, President

Address of Bidder 4165 Business Center Drive, Fremont, CA 94538

Taxpayer's Identification No. of Bidder 20-2278992

Telephone Number 510.657.1800

Fax Number 510.657.1810

E-mail aborrego@calstateci.com Web page

Bidder's DIR Registration No.: No.: 1000003356

Contractor's License No(s): No.: 856043 Class: A Expiration Date: 03/31/2019

No.: 856043 Class: B Expiration Date: 03/31/2019

No.: Class: Expiration Date:

If Bidder is a corporation, provide the following:

Name of Corporation: Calstate Construction, Inc.

President: Andrew Borrego

Secretary:

Treasurer:

Manager:

END OF DOCUMENT

**LOS GATOS-SARATOGA JOINT UNION HIGH SCHOOL DISTRICT  
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**DOCUMENT 00 43 36**

**DESIGNATED SUBCONTRACTORS LIST**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: **SARATOGA HIGH SCHOOL 800 WING MODERNIZATION**

1. Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid, excluding alternates and allowances.
2. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
3. If alternate bids are called for and Bidder intends to use Subcontractors different from or in addition to those Subcontractors listed for work under the base Bid, Bidder must list Subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, excluding alternates and allowances.
4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
5. Bidder need not list entities that are only vendors or suppliers of materials.
6. Bidder must provide the Contactor State License Board number ("CSLB No.") for all listed subcontractors.
7. Bidder must provide the Department of Industrial Relations registration number ("DIR No.") for all listed subcontractors.
8. **The District will permit each Bidder to submit each listed subcontractor's CSLB No. and the DIR No. no later than twenty-four (24) hours after bid opening.**
9. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Scope of Work:** \_\_\_\_\_

**CSLB No.:** \_\_\_\_\_ **DIR No.:** \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Scope of Work:** \_\_\_\_\_

**CSLB No.:** \_\_\_\_\_ **DIR No.:** \_\_\_\_\_

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Subcontractor Name: monteuy steel Location: Watsonville CA  
Scope of Work: STEEL + metal  
CSLB No.: 846534 DIR No.: 3301

Subcontractor Name: Fremont millworks Location: CLAMATH FALL OREGON  
Scope of Work: CASEWORK  
CSLB No.: 249756 DIR No.: 246

Subcontractor Name: ~~THORSON~~ Location: Fremont CA  
Scope of Work: ~~FRITATION~~  
CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

Subcontractor Name: DuBois Roofing Location: Fremont CA  
Scope of Work: Roofing  
CSLB No.: 812304 DIR No.: 31921

Subcontractor Name: CAL TILE Location: SAN JOSE CA  
Scope of Work: ~~CE~~ Tile  
CSLB No.: 439220 DIR No.: 4328

Subcontractor Name: T3 Location: Fremont CA  
Scope of Work: Acoustical ceilings  
CSLB No.: 805816 DIR No.: 437

Subcontractor Name: Harry L murphy Location: SAN JOSE CA  
Scope of Work: FLOORING  
CSLB No.: 145985 DIR No.: 4204

Subcontractor Name: Satellite Painting Location: SAN JOSE CA  
Scope of Work: Painting  
CSLB No.: 563898 DIR No.: 28304

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Subcontractor Name: TEVA LITE Location: SAN JOSE CA

Scope of Work: EPOXY FLOORS

CSLB No.: 363562 DIR No.: 904

Subcontractor Name: CIARI PLUMBING Location: SAN JOSE CA

Scope of Work: PLUMBING

CSLB No.: 828351 DIR No.: 3021

Subcontractor Name: ESI Location: SANTA CLARA CA

Scope of Work: MECHANICAL

CSLB No.: 422478 DIR No.: 1175

Subcontractor Name: LAKE SHORE ELECTRIC Location: SAN JOSE CA

Scope of Work: ELECTRICAL

CSLB No.: 627629 DIR No.: 52990

Subcontractor Name: COAST INSULATION Location: SALINAS

Scope of Work: INSULATION

CSLB No.: 465440 DIR No.: 5800

Subcontractor Name: LINCOLN GLASS Location: SAN JOSE CA

Scope of Work: GLAZING

CSLB No.: 820333 DIR No.: 890

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**LOS GATOS-SARATOGA JOINT UNION HIGH SCHOOL DISTRICT  
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**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_



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**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Scope of Work:** \_\_\_\_\_

**CSLB No.:** \_\_\_\_\_ **DIR No.:** \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Scope of Work:** \_\_\_\_\_

**CSLB No.:** \_\_\_\_\_ **DIR No.:** \_\_\_\_\_

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

**Date:** \_\_\_\_\_ May 30, 2018

**Proper Name of Bidder:** \_\_\_\_\_ Calstate Construction, Inc.

**Signature:** \_\_\_\_\_ 

**Print Name:** \_\_\_\_\_ Andrew Borrego

**Title:** \_\_\_\_\_ President

END OF DOCUMENT

LOS GATOS-SARATOGA JOINT UNION HIGH SCHOOL DISTRICT  
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DOCUMENT 00 45 01

SITE-VISIT CERTIFICATION

PROJECT: SARATOGA HIGH SCHOOL 800 WING MODERNIZATION

Check whichever option applies:

I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

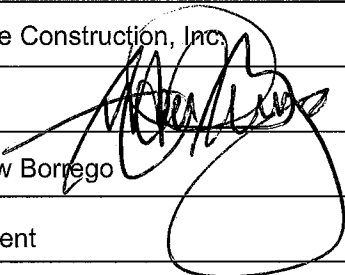
I certify that Jared Perry (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully relieves and releases the LOS GATOS-SARATOGA JOINT UNION HIGH SCHOOL DISTRICT, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any liability for any monetary or other damage(s), related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 30, 2018

Proper Name of Bidder: Calstate Construction, Inc.

Signature: 

Print Name: Andrew Borrego

Title: President

END OF DOCUMENT

LOS GATOS-SARATOGA JOINT UNION HIGH SCHOOL DISTRICT  
2018 PROJECTS – SHS 800 WING

DOCUMENT 00 45 19

NONCOLLUSION DECLARATION  
Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President [PRINT YOUR TITLE]

of Calstate Construction, Inc. [PRINT FIRM NAME]

the party making the foregoing Contract.

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.

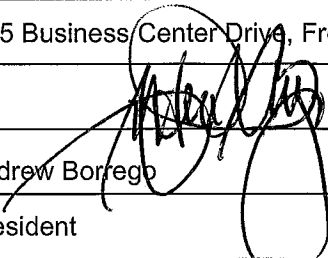
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the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

Date: May 30, 2018

Proper Name of Bidder: Calstate Construction, Inc.

City, State: 4165 Business Center Drive, Fremont, CA 94538

Signature: 

Print Name: Andrew Borrego

Title: President

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

END OF DOCUMENT

LOS GATOS-SARATOGA JOINT UNION HIGH SCHOOL DISTRICT  
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DOCUMENT 00 45 22

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

PROJECT/CONTRACT NO.: **SARATOGA HIGH SCHOOL 800 WING MODERNIZATION** between LOS GATOS-SARATOGA JOINT UNION HIGH SCHOOL DISTRICT (the "District" or the "Owner") and Calstate Construction, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following two paragraphs.

1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000).

OR

2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

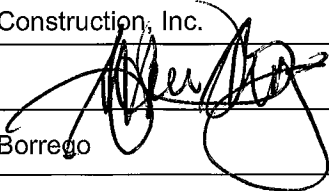
OR

3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: May 30, 2018

Proper Name of Contractor: Calstate Construction, Inc.

Signature: 

Print Name: Andrew Borrego

Title: President

END OF DOCUMENT


**ACKNOWLEDGMENT**

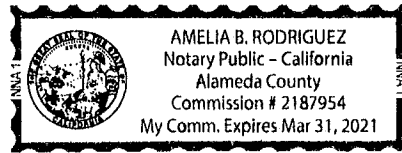
State of California }  
County of Alameda } SS.

On May 30, 2018 before me, Amelia B Rodriguez, Notary Public, personally appeared Andrew Borrego, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

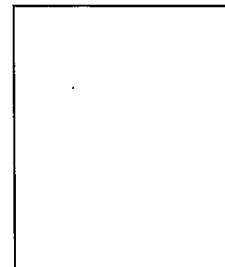


(seal)

**OPTIONAL INFORMATION**

Date of Document 05/30/2018  
Type or Title of Document Non-collusion declaration  
Number of Pages in Document 1  
Document in a Foreign Language \_\_\_\_\_

Thumbprint of Signer



Type of Satisfactory Evidence:  
 Personally Known with Paper Identification  
 Paper Identification  
 Credible Witness(es)

Capacity of Signer:  
 Trustee  
 Power of Attorney  
 CEO / CFO / COO  
 President / Vice-President / Secretary / Treasurer  
 Other: \_\_\_\_\_

Check here if no thumbprint or fingerprint is available.

Other Information: \_\_\_\_\_  
\_\_\_\_\_

**LOS GATOS-SARATOGA JOINT UNION HIGH SCHOOL DISTRICT  
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**DOCUMENT 00 43 13**

**BID BOND (SECURITY)**

**(Note: If Bidder is providing a bid bond as its bid security,  
Bidder must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, \_\_\_\_\_ Calstate Construction, Inc. \_\_\_\_\_ as Principal ("Principal"),

and \_\_\_\_\_ The Guarantee Company of North America USA \_\_\_\_\_ as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ Michigan \_\_\_\_\_

and authorized to do business as a surety in the State of California, are held and firmly bound unto the

LOS GATOS-SARATOGA JOINT UNION HIGH SCHOOL DISTRICT ("District")

of Santa Clara County, State of California as Obligee, in the sum of

Ten Percent (10%) of the Total Amount Bid----- (\$ 10%-----)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

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 to the work to be performed thereunder, or the specifications accompanying the same, shall in any way 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 the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

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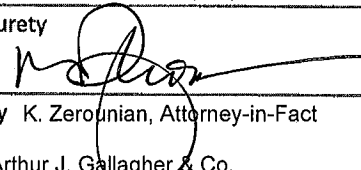
If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_  
15th day of \_\_\_\_\_ May \_\_\_\_\_, 20 18.

Calstate Construction, Inc.  
Principal

By  ANDREW BORREGO, PRESIDENT

The Guarantee Company of North America USA  
Surety

By  K. Zerounian, Attorney-in-Fact

Arthur J. Gallagher & Co.  
Name of California Agent of Surety

160 W Santa Clara Street, Suite 300, San Jose, CA 95113  
Address of California Agent of Surety

(408) 973-9500  
Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

END OF DOCUMENT

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco )

On May 15, 2018 before me, Brittany Kavan, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared K. Zerounian  
*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 *Brittany Kavan*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_





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

Francis E. Cook, K. Zerounian, Betty L. Tolentino, Virginia L. Black  
Arthur J. Gallagher Risk Management Services

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 31st 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 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN  
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 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 said company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2024  
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.

[Signature of Cynthia A. Takai]

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 15th day of May, 2018

[Signature of Randall Musselman]

Randall Musselman, Secretary

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended  
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

The Guarantee Company of North America USA

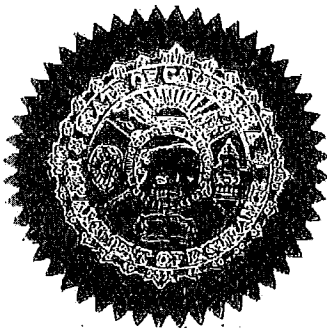
of Michigan, organized under the laws of Michigan, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass, Liability, Common Carrier Liability,  
Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle,  
Automobile, Legal, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

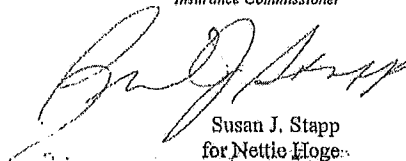
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 4<sup>th</sup> day of September, 2014, I have hereunto set my hand and caused my official seal to be affixed this 4<sup>th</sup> day of September, 2014.



Dave Jones  
Insurance Commissioner

By



Susan J. Stapp  
for Nettie Hoge  
Chief Deputy

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



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**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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