

**BID FORM AND PROPOSAL**

To: Governing Board of the Santa Rosa Elementary School District ("District")

From: KBI Painting, Inc.

(Insert Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders 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 the **Abraham Lincoln Elementary School Exterior Paint Project** ("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

**BASE BID:**

Description	Amount (\$)
Base Bid Per Contract Drawings	\$ 132,000.00
10% Allowance for Unforeseen Conditions (10% of Base Bid)	\$ 13,200.00
Total Base Bid (Including Allowance)	\$ 145,200.00

For the sum of:

One Hundred Forty-Five Thousand Two Hundred **DOLLARS**

(\$ 145,200.00 ), including all applicable taxes, permits and licenses.

***Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s).***

The undersigned has checked carefully all the above figures and understands that the District is not responsible for any errors or omissions on the part of the undersigned in making this bid.

**ALLOWANCE:**

The Bidder's Base Bid shall include the following Allowances for the Tasks/Work as noted here:

**The Bidder's Base Bid shall include a ten percent (10%) allowance for Unforeseen Conditions.**

Enclosed find certified or cashier's check no. \_\_\_\_\_ of the \_\_\_\_\_ Bank for \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) or Bidder's Bond of the Atlantic Specialty Insurance Company surety company in an amount of not less than ten percent (10%) of the entire bid. The undersigned further agrees, on the acceptance of this proposal, to execute the Contract, provide the required bonds and insurance, and that, in case of default in executing these documents within the time fixed by the Contract Documents, the proceeds of the check or bond accompanying this bid shall be forfeited and shall become the property of the District.

1. Alternates. Not Applicable
2. Contractor agrees to commence the work within the time specified in the Notice to Proceed. It is understood that this bid is based upon completing the work within the number of calendar days specified in the Contract Documents.
3. The liquidated damages clause of the General Conditions and Special Conditions is hereby acknowledged.
4. The following documents are attached hereto:

**Bid Bond on the District's form, or other security.**  
**Designated Subcontractors List**  
**Non-Collusion Affidavit**  
**Project Warranty**  
**Prime Contractor Letter of Assent with Continuity of Work Agreement**

5. Receipt and acceptance of the following Addenda is hereby acknowledged:

Addendum No. 1 <u>01</u>	Dated: <u>4/16/2025</u>
Addendum No. 2 <u>02</u>	Dated: <u>4/28/2025</u>
Addendum No. 3 _____	Dated: _____
Addendum No. 4 _____	Dated: _____
Addendum No. 5 _____	Dated: _____


6. 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 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.
7. The undersigned 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.

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 1 day of May 2025

Name of Bidder: KBI Painting, Inc.

Type of Organization: Corporation

Signature: 

Signed By: William Brady

Title: SVP Project Operations

Address of Bidder: PO Box 750397, Petaluma, CA 94975

Taxpayer Identification No. of Bidder: 27-1264701

Telephone Number: 707-795-4955

Fax Number: \_\_\_\_\_

E-mail: mail@kbipaint.com Web Page: www.kbipaint.com

Contractor's License No(s): No.: 944475 Class: C-33 Expiration Date: 3/31/2026

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: 1000005867

If Bidder is a corporation, affix corporate seal.

Name of Corporation: KBI Painting, Inc.

President: James Koreen

Secretary: Theresa Koreen

Treasurer: \_\_\_\_\_

Manager: \_\_\_\_\_

**BID BOND**

WHEREAS, KBI Painting, Inc., as Principal, and Atlantic Specialty Insurance Company, as Surety, a corporation organized and existing under and by virtue of the laws of the State of New York and authorized to do business as a surety in the State of California, are held and firmly bound unto the Santa Rosa Elementary School District ("District"), as Obligee, in the sum of Ten Percent of the Amount Bid DOLLARS (\$10%), being not less than ten percent (10%) of the Total Bid Price; for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to the District to perform all Work required for the **Abraham Lincoln Elementary School Exterior Paint Project** as set forth in the Notice to Bidders and accompanying Contract Documents.


NOW, THEREFORE, if said Principal is awarded a Contract for the Work by the District and, within the time and in the manner required by the above-referenced Contract Documents, enters into the written form of Contract bound with said Contract Documents, furnishes the required bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), furnishes the required insurance certificates and endorsements, and furnishes any other certifications as may be required by the Contract, then this obligation shall be null and void; otherwise it shall remain in full 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 notice inviting 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 of the notice inviting bids, or to the work, or to the specifications.

The bid security will be held by the District for ten (10) days after the period for which bids must be held open or until posting by the successful bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the bid security will be returned.

In the event suit is brought upon this bond by the District and judgment is recovered, said Surety shall pay all costs incurred by the District in such suit, including reasonable attorneys' fees to be fixed by the court.

SIGNED AND SEALED, this 28th day of April, 2025.

KBI Painting, Inc.  
Principal  
By:   
Signature

Atlantic Specialty Insurance Company  
Surety  
By:   
Signature Shaunna Rozelle Ostrom, Attorney-in-Fact

(SEAL)

(SEAL)

### 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.

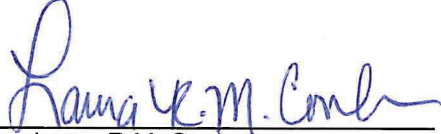
State of California  
County of Orange )

On 04/28/2025 before me, Laura R.M. Conlon, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)  
Laura R.M. Conlon





Bond No. CSBA-30868

### Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Adrian Langrell, Arturo Ayala, Ben Stong, Benjamin Wolfe, Chelsea Liberatore, Daniel Huckabay, Frank Morones, Magdalena R. Wolfe, Michael D Stong, Shaunna Rozelle Ostrom**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

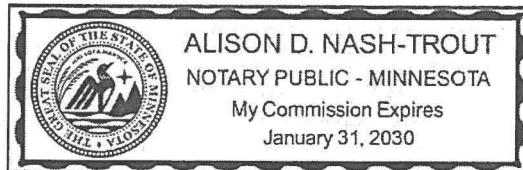
STATE OF MINNESOTA  
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 28th day of April, 2025.



Kara L.B. Barrow, Secretary

This Power of Attorney expires  
January 31, 2030

### DESIGNATED SUBCONTRACTORS LIST


In compliance with the "Subletting and Subcontracting Fair Practices Act," California Public Contract Code sections 4100 to 4114, and any amendments thereto, each Bidder shall provide the information requested below for each subcontractor who will perform work, labor or render service to Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (greater than 0.5 %) of the Bidder's Total Bid Price and shall further set forth the portion of the Work which will be done by each subcontractor. Bidder shall list only one subcontractor for any one portion of the Work.

If the Bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth below.

Subletting or subcontracting of any portion of the Work in excess of one half of one percent (greater than 0.5%) of the Total Bid Price for which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after District approval.

#### Abraham Lincoln Elementary School Exterior Paint Project

Name of Bidder: KBI Painting, Inc.

Bidder's Authorized Signature: 

<u>Name and Location of Subcontractor</u>	<u>Description of Work to be Subcontracted</u>
Name: <u>N/A</u>	_____
Address: _____	_____
Ph: _____ Fax: _____ License No. _____	_____

<u>Name and Location of Subcontractor</u>	<u>Description of Work to be Subcontracted</u>
Name: _____	_____
Address: _____	_____
Ph: _____ Fax: _____ License No. _____	_____

<u>Name and Location of Subcontractor</u>	<u>Description of Work to be Subcontracted</u>
Name: _____	_____
Address: _____	_____
Ph: _____ Fax: _____ License No. _____	_____

Name and Location  
of Subcontractor

Description of Work  
to be Subcontracted

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

Address: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

Name and Location  
of Subcontractor

Description of Work  
to be Subcontracted

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

Address: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

Name and Location  
of Subcontractor

Description of Work  
to be Subcontracted

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

Address: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

Name and Location  
of Subcontractor

Description of Work  
to be Subcontracted

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

Address: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

Name and Location  
of Subcontractor

Description of Work  
to be Subcontracted

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

Address: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_



**NON-COLLUSION AFFIDAVIT**

In accordance with Public Contract Code section 7106, the undersigned declares that he or she holds the position listed below with the bidder, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee 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.

\_\_\_\_\_  
Signature

William Brady  
\_\_\_\_\_  
Typed or Printed Name

SVP Project Operations  
\_\_\_\_\_  
Title

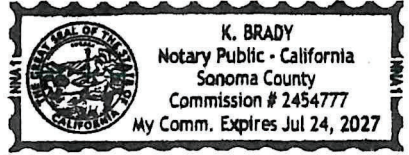
KBI Painting, Inc.  
\_\_\_\_\_  
Bidder

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.

Subscribed and sworn before me  
This 1 day of May, 2025

[Seal]

K. Brady  
\_\_\_\_\_  
Notary Public in and for  
the State of California



**INDIVIDUAL ACKNOWLEDGMENT**

State/Commonwealth of California }  
County of Sonoma } ss.

On this the 1st day of May, 2025, before me,  
Day Month Year

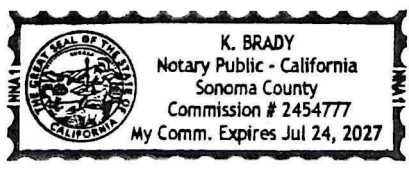
K. Brady, the undersigned Notary Public,  
Name of Notary Public

personally appeared William Brady,  
Name(s) of Signer(s)

personally known to me – **OR** –  
 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 for the purposes therein stated.

WITNESS my hand and official seal.



Place Notary Seal/Stamp Above

K. Brady  
Signature of Notary Public

K. Brady  
EXP 7-24-2027  
Any Other Required Information  
(Printed Name of Notary, Expiration Date, etc.)

**OPTIONAL**

*This section is required for notarizations performed in Arizona but is optional in other states. 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: Non-collusion Affidavit

Document Date: May 1, 2025 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**PROJECT WARRANTY**

We, the undersigned, do hereby warrant and guarantee all products and services described within which we have provided for:

**Abraham Lincoln Elementary School Exterior Paint Project**

are in accordance with the Contract Documents and that all such Work as installed will fulfill or exceed all minimum warranty requirements. We agree to repair or replace Work installed by us for a period of at least two years after the date of recording the Notice of Completion, together with any adjacent Work which is displaced or damaged by so doing, that proves to be defective in workmanship, material, or function at no expense to the Santa Rosa Elementary School District, ordinary wear and tear and unusual abuse or neglect excepted. Manufacturers' and suppliers' warranties may be longer than the two year period described above, but not shorter.

In the event of our failure to comply with the above-mentioned conditions within seven (7) business days, after notification in writing, we, the undersigned, all collectively and separately, hereby authorize the District to have said defective Work, repaired or replaced to be made good, and agree to pay to the District upon demand all moneys that the District may expend in making good said defective Work, including but not limited to all collection costs and reasonable attorneys' fees.

Company Name: KBI Painting, Inc.

Signed:   
(Contractor's signature)

Name: William Brady  
(printed)

Date: May 1, 2025

LETTER OF ASSENT



Painting Contractors

License #944475

Project Labor Coordinator  
c/o Santa Rosa High School District  
110 Stony Point Rd., Suite 210  
Santa Rosa, CA 95401  
Attn: Erik Oden

***Re: Letter of Assent – Continuity of Work Agreement***

This is to confirm that KBI Painting, Inc., agrees to be party to and bound by the Santa Rosa High School District Continuity of Work Agreement effective [        ], as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,  
KBI Painting, Inc.

A handwritten signature in blue ink, appearing to read "W. Brady", is written over a faint blue circular stamp.

William Brady – SVP Project Operations