



*Erik Oden, Executive Director, Facilities,
Maintenance & Operations
110 Stony Point Road, Suite 210
Santa Rosa, CA 95401
(707)890-3800 x80232
E-mail: eoden@srcs.k12.ca.us*

NOTICE OF INTENT TO AWARD

Date: April 3, 2026

Re: Notice of Intent to Award - **Cesar Chavez Language Academy Exterior Paint Project**

To Whom It May Concern:

The **Santa Rosa High School District** ("District") received the attached bid submitted by Primal Paint, Inc. for the above referenced project, on April 2, 2026. Six (6) bids were received, and Primal Paint, Inc. has been identified as the apparent low bidder, based on bid amount of One Hundred Sixty-Seven Thousand Dollars (\$167,000.00).

This letter is to provide notification that the District intends to recommend Primal Paint, Inc. to the Santa Rosa High School District Board of Trustees for Contract Award, on April 22, 2026.

Sincerely,

DocuSigned by:

Erik Oden

41E98BFADD9B409...

Erik Oden

Executive Director, Facilities, Maintenance & Operations



Bid Tabulation Sheet

Cesar Chavez Language Academy Exterior Paint

April 2, 2026, at 1:30 PM

Contractor	George E. Masker, Inc.	Piana Conctruction and Painting Inc.	Innovation Painting Inc	Color New Corp	Primal Paint Inc	KBI Painting Contractors
Bidders' Conference	Yes	Yes	Yes	Yes	Yes	Yes
Prequalified - AB 2031	Yes	Yes	Yes	Yes	Yes	Yes
Bid Form	Yes	Yes	Yes	Yes	Yes	Yes
Addenda Acknowledged	Yes	Yes	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes	Yes	Yes
Designated Subcontractors List	Yes	Yes	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes	Yes	Yes
Prime Contractor Letter of Assent	Yes	Yes	Yes	Yes	Yes	Yes
Base Bid	\$238,000.00	\$275,000.00	\$228,000.00	\$182,000.00	\$167,000.00	\$270,000.00
10% Owner's Contingency	\$23,800.00	\$27,500.00	\$22,800.00	\$18,200.00	\$16,700.00	\$27,000.00
Allowance	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Total Bid w/ Contingency & Allowance	\$271,800.00	\$312,500.00	\$260,800.00	\$210,200.00	\$193,700.00	\$307,000.00
Alternate #1 - Paint Affixed Shade Screens	\$-	\$50,000.00	\$20,000.00	\$120,000.00	\$30,000.00	\$15,000.00
Apparent Low Bidder - Primal Paint, Inc.						

BID FORM AND PROPOSAL

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

From: PRIMAL PAINT 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 Cesar Chavez Language Academy Exterior Paint ("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

- A. One Hundred Sixty Seven Thousand Dollars \$ 167,000
Base Bid
- B. Sixteen Thousand Seven Hundred Dollars \$ 16,700
10% Owner's Contingency

The Owner's Contingency of ten percent (10%) shall only be allocated for items relating to the Work that could not reasonably have been foreseen at the time of bid. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has authorized Contractor's use of the Owner's Contingency. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

- C. Ten Thousand Dollars (\$10,000.00)
Allowance 1 - Unidentified Mural Changes.

D. One Hundred Ninety Three Thousand Seven Hundred Dollars \$ 193,700
TOTAL BID (A + B + C)

E. Thirty Thousand Dollars \$ 30,000
Additive Bid Alternate 1 - Paint Affixed Shade Screens

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.

Enclosed find certified or cashier's check no. _____ of the _____ Bank for _____ Dollars (\$ _____) or Bidder's Bond of the TOKYO Marine HCC 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.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of

materials and processes needed to complete the construction.

1. Contractor agrees to commence and complete 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.
2. The liquidated damages clause of the General Conditions and Special Conditions is hereby acknowledged.
3. The following documents are attached hereto:

Bid Bond on the District's form or other security
 Designated Subcontractors List
 Non-Collusion Affidavit
 Prime Contractor Letter of Assent

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

Addendum No. 1 ✓ Dated: 3/30/26
 Addendum No. 2 _____ Dated: _____
 Addendum No. 3 _____ Dated: _____
 Addendum No. 4 _____ Dated: _____
 Addendum No. 5 _____ Dated: _____

5. 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.
6. 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 01 day of April, 2026

Name of Bidder PRIMAL PAINT inc.

Type of Organization S Corporation

Signature _____

Signed by Cesar Arroyo

Title of Signer Project Estimator

Address of Bidder 117 Bernal Rd #70-625 San Jose CA 95119

Bidder's Taxpayer Identification No. 88-2475343

Telephone Number 408-462-7590

Fax Number _____

E-mail Cesar@Primal-Paint.com Website www.Primal-Paint.com

Contractor's License No(s): No.: 1080977 Class: C-33 Expiration Date: 7/31/26

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: PRIMAL PAINT inc.

President: Cesar Arroyo

Secretary: Socorro Cardenas

Treasurer: _____

Manager: _____

BID BOND

Bond No. BB2027058

WHEREAS, Primal Paint Inc. American Contractors Indemnity Company, as Surety, a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Santa Rosa High School District ("District"), as Obligee, in the sum of Ten Percent 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 Cesar Chavez Language Academy Exterior Paint Project as set forth in the Notice to Bidders and accompanying Contract Documents.

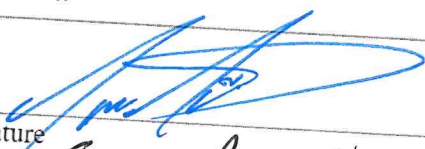
NOW, THEREFORE, if said Principal is awarded a Contract for the Work by the District and, within the time and in the manner required by the above-referenced Contract Documents, enters into the written form of Contract bound with said Contract Documents, furnishes the required bonds (one to guarantee 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.

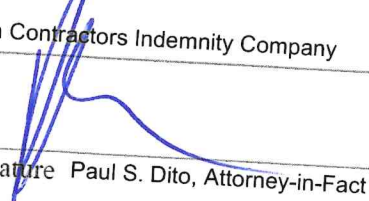
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the notice inviting bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under 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 31st day of March, 2026.

Primal Paint Inc.
Principal
By: 
Signature Cesar Arroyo

American Contractors Indemnity Company
Surety
By: 
Signature Paul S. Dito, 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 San Benito

On 4/01/26 before me, Rosie Herrera, Notary Public
(Insert name and title of the officer)

personally appeared Cesar Arroyo
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 Rosie Herrera (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.

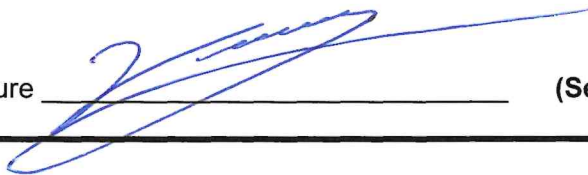
State of California
County of Orange

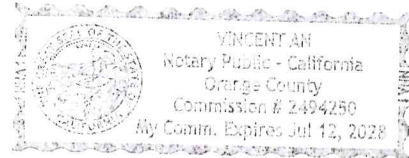
On MAR 31 2026 before me, Vincent An, Notary Public
(insert name and title of the officer)

personally appeared Paul S. Dito,
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)





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

PAUL S. DITO

its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety regarding bond number BB2027058, providing the bond penalty does not exceed Three hundred thousand and 00/100 Dollars (\$300,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

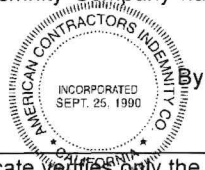
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 20th day of November, 2024.



AMERICAN CONTRACTORS INDEMNITY COMPANY
Adam S. Pessin
Adam S. Pessin, President

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.

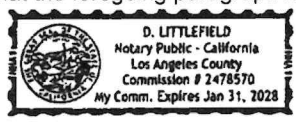
State of California
County of Los Angeles

On this 20th day of November, 2024, before me, D. Littlefield, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, 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 *D. Littlefield* (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 31st day of March, 2026.

Bond No. BB2027058
Agency No. 4211



Kio Lo
Kio Lo, Assistant Secretary

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 Contractor shall provide the information requested below for each subcontractor who will perform work, labor or render service to Contractor 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 Contractor's Total Contract Price and shall further set forth the portion of the Work which will be done by each subcontractor. Contractor shall list only one subcontractor for any one portion of the Work.

If the Contractor 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 Contract Price for which no subcontractor was designated in the original Contract Documents shall only be permitted in cases of public emergency or necessity, and then only after District approval.

Pursuant to California Labor Code § 1725.5, for any project exceeding Twenty-Five Thousand Dollars (\$25,000), each listed subcontractor must be registered as a Public Works Contractor with the California Department of Industrial Relations (DIR) at the time of Contract execution. Each Contractor shall provide the DIR Public Works Contractor Registration Number for each subcontractor listed. Failure to comply with this requirement may result in rejection.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total Contract Price, the Contractor 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.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the Contract Documents 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 legislative body of the District.

Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the District's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Project: Cesar Chavez Language Academy Exterior Paint Project

Date: 4/01/26

Proper Name of Contractor: PRIMA PAINT inc.

Signature: 

Print Name: Cesar Arroyo

Title: Project Estimator

<u>Name and Location of Subcontractor</u>	<u>Description of Work to be Subcontracted</u>
Name: <u>NONE</u>	
Address: _____	_____

Ph: _____ Fax: _____ License No. _____

Subcontractor DIR Registration No. _____

Name and Location of Subcontractor

Description of Work to be Subcontracted

Name: _____

Address: _____

Ph: _____ Fax: _____ License No. _____

Subcontractor DIR Registration No. _____

Name and Location of Subcontractor

Description of Work to be Subcontracted

Name: _____

Address: _____

Ph: _____ Fax: _____ License No. _____

Subcontractor DIR Registration No. _____

Name and Location of Subcontractor

Description of Work to be Subcontracted

Name: _____

Address: _____

Ph: _____ Fax: _____ License No. _____

Subcontractor DIR Registration No. _____

Name and Location of Subcontractor

Description of Work to be Subcontracted

Name: _____

Address: _____

Ph: _____ Fax: _____ License No. _____

Subcontractor DIR Registration No. _____

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Name and Location of Subcontractor

Description of Work to be Subcontracted

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

\_\_\_\_\_

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

\_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_

~~~~~  
Name and Location of Subcontractor

Description of Work to be Subcontracted

Name: _____

Address: _____

Ph: _____ Fax: _____

License No. _____

Subcontractor DIR Registration No. _____


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**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.

Date: 4/01/26  
Proper Name of Contractor: PRIMA PAINT INC  
Signature:   
Print Name: Cesar Arroyo  
Title: Project Estimator

**LETTER OF ASSENT**

**[Contractor's Letterhead]**

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

Re: Letter of Assent – Project Stabilization Agreement

This is to confirm that [Name of Company] (“Company”) agrees to be party to and bound by the Santa Rosa City Schools District Project Stabilization Agreement effective October 27, 2021, 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,

[Name of Construction Company]

*PRIMA PAINT INC.*

By: [Insert Name and Title of Authorized Executive]

*Cesar Arroyo / Project Estimator*



**SANTA ROSA CITY SCHOOLS  
110 STONY POINT ROAD, SUITE 210  
SANTA ROSA, CA 95401**

**BID DOCUMENTS  
CESAR CHAVEZ LANGUAGE ACADEMY EXTERIOR PAINT PROJECT  
ADDENDUM NO. 01**

The changes, modifications, corrections, or clarifications herein set forth shall be incorporated as part of the Contract Documents issued for the above-referenced Project. This Addendum supersedes portions of the original documents only as specifically noted herein. All other terms and conditions remain unchanged.

Bids Due: April 2, 2026, no later than 1:30 PM

Bidders must acknowledge receipt of this Addendum in their Bid Proposal. Failure to do so may result in disqualification.

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**ADDENDUM NO. 1 – MARCH 30, 2026:**

**ITEM NO. 1 – BID QUESTIONS / ANSWERS**

The following clarifications are provided in response to bidder inquiries:

Q1: Please confirm the doors and frames will be painted on the exterior side only.

A: Exterior side of doors only shall be painted. Refer to detail included in updated drawings.

Q2: Can you provide a complete list of all applicable Exterior Painting Schedules?

A: See attached revised specifications which includes an updated painting schedule.

Q3: Is it required for the contractor to provide two 2 temporary field offices per Specification Section 01 5000 – Temporary Facilities?

A: Temporary field offices are not required for this project. All other temporary facilities identified in the Contract Documents remain required.

Q4: What is the Engineer's Estimate for this project?

A: The Engineer's Estimate for this project is \$225,000.00.

Q5: Will the Project Stabilization Agreement exception from prior painting projects apply?

A: Yes. The same PSA exception applies. Projects at or below the CUPCCAA informal bidding threshold are exempt from PSA requirements.

Q6: Is there summer school?

A: No.

Q7: Is there a lead report?

A: No. A report will be provided at a later date.

**ITEM NO. 2 – ADDITIONAL CLARIFICATIONS**

**1. Allowance Requirement:**

Include an allowance of \$10,000 per site for "Unidentified Mural Changes." Any unused portion of this allowance shall be returned to the District.