



**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 7, 2026

Re: Notice of Intent to Award - **Santa Rosa Middle School Exterior Paint Project**

To Whom It May Concern:

The Santa Rosa High School District ("District") received the attached bid submitted by KBI Painting, Inc. for the above referenced project, on April 7, 2026. Four (4) bids were received, and KBI Painting, Inc. has been identified as the apparent low bidder, based on bid amount of One Hundred Eighty Thousand Dollars (\$180,000.00).

This letter is to provide notification that the District intends to recommend KBI Painting, 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

Santa Rosa Middle School Exterior Paint

April 7, 2026 at 2:00 PM

Contractor	Innovation Painting Inc.	Primal Paint Inc	KBI Painting, Inc.	George E. Masker, Inc. - Non-Responsive	
Bidders' Conference	Yes	Yes	Yes	Yes	
Prequalified - AB 2031	Yes	Yes	Yes	Yes	
Bid Form	Yes	Yes	Yes	Yes	
Addenda Acknowledged	Yes	Yes	Yes	No	
Bid Bond	Yes	Yes	Yes	Yes	
Designated Subcontractors List	Yes	Yes	Yes	Yes	
Non-Collusion Affidavit	Yes	Yes	Yes	Yes	
Prime Contractor Letter of Assent	Yes	Yes	Yes	Yes	
Base Bid	\$ 201,688.00	\$ 213,000.00	\$ 180,000.00	\$ 480,000.00	
10% Contingency	\$ 20,168.80	\$ 21,300.00	\$ 18,000.00	\$ 48,000.00	
Allowance	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
Total Bid w/ Contingency & Allowance	\$ 231,856.80	\$ 244,300.00	\$ 208,000.00	\$ 538,000.00	
Alternate No. 1 - Paint Affixed Shade Screens	\$ 20,000.00	\$ 30,000.00	\$ 25,000.00	\$ 80,000.00	
Apparent Low Bidder - KBI Painting, Inc.					

BID FORM AND PROPOSAL

To: Governing Board of Trustees of the **Santa Rosa High 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 **Santa Rosa Middle School Exterior Paint Project** ("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

- A. One Hundred Eighty Thousand Dollars \$ 180,000.00
Base Bid
- B. Eighteen Thousand Dollars \$ 18,000.00
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. Two Hundred Eight Thousand Dollars \$ 208,000.00
TOTAL BID (A + B + C)

E. Twenty-Five Thousand Dollars \$ 25,000.00
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 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.

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	X	Dated: <u>3/30/2026</u>
Addendum No. 2	X	Dated: <u>4/2/2026</u>
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 2nd day of April, 2026

Name of Bidder KBI Painting, Inc.

Type of Organization Corporation

Signature 

Signed by William Brady

Title of Signer Chief Operations Officer

Address of Bidder PO Box 75397 Petaluma, CA 94975

Bidder's Taxpayer Identification No. 27-1264701

Telephone Number 707-795-4955

Fax Number _____

E-mail estimator@kbipaint.com Website www.kbipaint.com

Contractor's License No(s): No.: 944475 Class: C-33 Expiration Date: 3/31/2028

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: KBI Painting, Inc.

President: Kylee Brady

Secretary: Theresa Koreen

Treasurer: Theresa Koreen

Manager: William Brady

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 High 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 **Santa Rosa Middle 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.

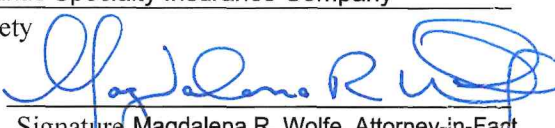
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the notice inviting bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under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

KBI Painting, Inc.
Principal
By: 
Signature

Atlantic Specialty Insurance Company
Surety
By: 
Signature Magdalena R. Wolfe, 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.

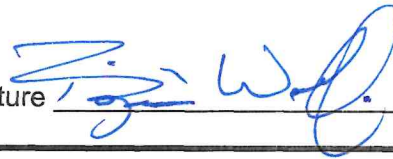
State of California
County of Marin

On MAR 3 1 2026 before me, Benjamin Wolfe, Notary Public
(insert name and title of the officer)

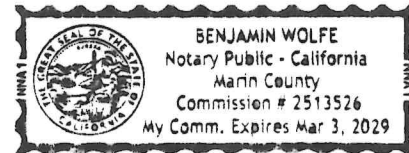
personally appeared Magdalena R. Wolfe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 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, Robert Wood, Shaunna Rozelle Ostrom, Stephanie McClain**, 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.

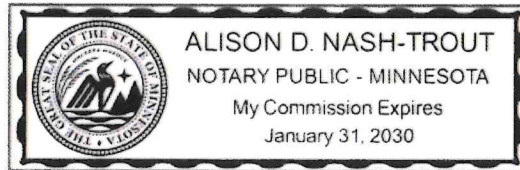
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2026.



By 
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2026, 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, Assistant 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 31st day of March, 2026.




Nicole Pelletier, Assistant 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 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: Santa Rosa Middle School Exterior Paint Project

Date: April 2, 2026

Proper Name of Contractor: KBI Painting, Inc.

Signature: 

Print Name: William Brady

Title: Chief Operations Officer

<u>Name and Location of Subcontractor</u>	<u>Description of Work to be Subcontracted</u>
Name: <u>N/A</u>	<u></u>
Address: <u></u>	<u></u>

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. _____



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. _____



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: April 2, 2026

Proper Name of Contractor: KBI Painting, Inc.

Signature: 

Print Name: William Brady

Title: Chief Operations Officer

LETTER OF ASSENT



Painting Contractors

License #944475

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 KBI Painting, Inc, ("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,

KBI Painting, Inc.

By: William Brady – Chief Operations Officer

A handwritten signature in blue ink, appearing to be "William Brady", written over a horizontal line.

P.O. Box 750397 Petaluma, CA 94975
Phone 707-795-4955 Fax 707-777-5413
License # 944475
www.kbipaint.com

ADDENDUM A

PROJECT STABILIZATION AGREEMENT

for the

SANTA ROSA CITY SCHOOLS CONTRACTOR AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on the Santa Rosa Middle School Exterior Paint Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the "Project Stabilization for the Santa Rosa City Schools" (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:


- (1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT, together with any and all amendments and supplements now existing or which are later made thereto;
- (2) The CONTRACTOR agrees to be bound by the legally established local trust agreements as set forth in Article 16 of this AGREEMENT.
- (3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;
- (4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.
- (5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a Subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: KBI Painting, Inc.

California Contractor State License No. or Motor Carrier (CA) Permit No.: 944475

Name of Authorized Person (print): William Brady

Signature of Authorized Person: 

Title of Authorized Person: Chief Operations Officer

Telephone Number of Authorized Person: 707-889-0869

Address of Authorized Person: PO Box 750397, Petaluma, CA 94975

State Public Works Registration Number: 1000005867