

00 42 00  
**BID FORM AND PROPOSAL**

To: Governing Board of the Santa Rosa City Schools ("District")

From: George E. Masker, 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 **Proctor Terrace Elementary School Exterior Painting Project** ("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

A. One Hundred Sixty Thousand Dollars  
\$ 160,000.00

Base Bid

B. Sixteen Thousand Dollars  
\$ 16,000.00

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. Zero Dollars  
\$ 0.00

Allowance 1 – TBD

D. One Hundred Seventy-Six Thousand Dollars  
\$ 176,000.00

TOTAL BID

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 Western Surety 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
  - Project Warranty
4. Receipt and acceptance of the following Addenda is hereby acknowledged:
 

Addendum No. 1	<u>1</u>	Dated: <u>4/29/24</u>
Addendum No. 2	<u>2</u>	Dated: <u>5/6/24</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 7th day of May, 2024

Name of Bidder George E. Masker, Inc.

Type of Organization Corporation

Signature

Signed by Alan Bjerke

Title of Signer President

Address of Bidder 7699 Edgewater Dr., Oakland Ca 94621

Bidder's Taxpayer Identification No. 94-1555101

Telephone Number 510-568-1206

Fax Number 510-638-2530

E-mail Alan@MaskerPainting.com Website MaskerPainting.com

Contractor's License No(s): No.: 219160 Class: C33 Expiration Date: 4/30/25

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

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

If Bidder is a corporation, affix corporate seal.

Name of Corporation: George E. Masker, Inc.

President: Alan Bjerke



Secretary: Alan Bjerke

Treasurer: Alan Bjerke

Manager: Alan Bjerke

**00 61 10**  
**BID BOND**

WHEREAS, George E. Masker, Inc., as Principal, and Western Surety Company, as Surety, a corporation organized and existing under and by virtue of the laws of the State of South Dakota 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 Total 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 **Proctor Terrace Elementary School Exterior Painting Project** as set forth in the Notice to Bidders and accompanying Contract Documents.

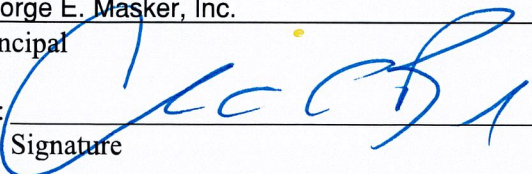
NOW, THEREFORE, if said Principal is awarded a Contract for the Work by the District and, within the time and in the manner required by the above-referenced Contract Documents, enters into the written form of Contract bound with said Contract Documents, furnishes the required bonds (one to guarantee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

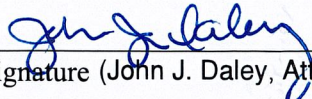
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the notice inviting bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under 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 30th day of April, 2024.

George E. Masker, Inc.  
Principal  
By:   
Signature

Western Surety Company  
Surety  
By:   
Signature (John J. Daley, Attorney-in-Fact)

(SEAL)

(SEAL)

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**L B Barnett, Kenneth J Goodwin, John J Daley, Amy Chan, Individually**

of Woodland Hills, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of June, 2021.



WESTERN SURETY COMPANY

*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 23rd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



*M. Bent*  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30<sup>th</sup> day of April 2024



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Contra Costa

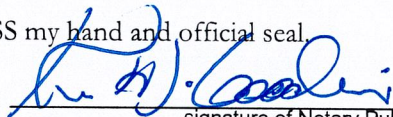
On April 30, 2024 before me, Kenneth J. Goodwin, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared John J. Daley  
Name(s) or Signer(s)

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

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

WITNESS my hand and official seal.

Signature   
signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

### Description of Attached Document

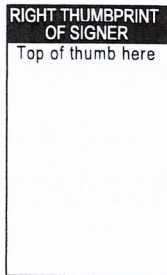
Title or Type of Document Bid Bond: Santa Rosa Elem School District

Document Date: April 30, 2024 Number of Pages: One(01)

Signer(s) Other Than Named Above! N/A

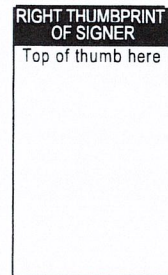
### Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley  
 Individual  
 Corporate Officer --Title(s): \_\_\_\_\_  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
Western Surety Company

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



Signer Is Representing: \_\_\_\_\_

**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.

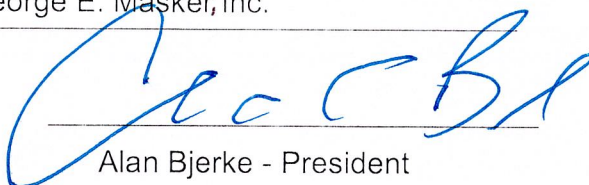
Subletting or subcontracting of any portion of the Work in excess of one half of one percent (greater than 0.5%) of the Total Bid Price for which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after District approval.

**Project** Proctor Terrace Elementary School Exterior Painting Project

**Name of Bidder:** George E. Masker, Inc.

**Bidder's**

**Authorized Signature:**

  
Alan Bjerke - President

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

<u>Name and Location of Subcontractor</u>	<u>Description of Work to be Subcontracted</u>
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. \_\_\_\_\_



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. \_\_\_\_\_

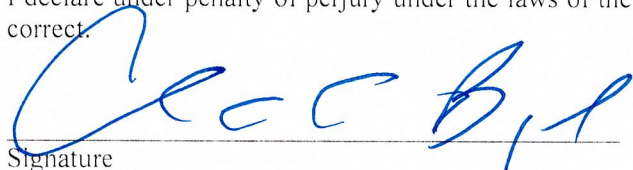


00 45 10  
NON-COLLUSION AFFIDAVIT

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

Alan Bjerke  
\_\_\_\_\_  
Typed or Printed Name

President  
\_\_\_\_\_  
Title

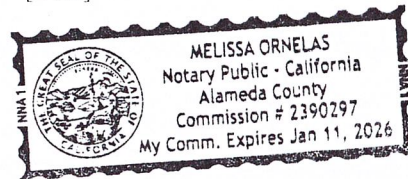
George E. Masker, Inc.  
\_\_\_\_\_  
Bidder

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 1st day of May, 2024

[Seal]

  
\_\_\_\_\_  
Notary Public in and for the State of California     Melissa Ornelas



00 65 36  
**PROJECT WARRANTY**

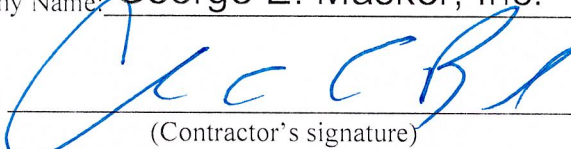
We, the undersigned, do hereby warrant and guarantee all products and services described within which we have provided for:

**Proctor Terrace Elementary School Exterior Painting 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: George E. Masker, Inc.

Signed:   
(Contractor's signature)

Name: Alan Bjerke - President  
(printed)

Date: 05/01/2024