

BID FORM AND PROPOSAL (ADDENDUM 1)

To: Governing Board of the **Merced City School District** ("District" or "Owner")

From: **Diablo Roofing, Inc.**

(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of **Bid No.2026-1**, for the following project known as:

Fremont Elementary Re-Roofing Project 2026-1

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

Six Hundred Ninety Eight Thousand Five Hundred _____ dollars \$ **698,500.00**

TOTAL BASE BID

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

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
<u>1</u>	<u>Roof Decking</u>	<u>Sq. Ft.</u>	<u>1</u>	<u>\$ 12</u>	<u>\$ 12</u>
<u>2</u>	<u>Fascia Board</u>	<u>Lineal Foot</u>	<u>1</u>	<u>\$ 12</u>	<u>\$ 12</u>

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

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

Task/Work	Allowance Value

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Contractor's overall project management and general conditions costs, overhead and fee, are deemed to be included in the Base Bid, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). Any unused Allowance or unused portion thereof shall be deducted from the Contract Price to the benefit of the District.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration

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

No. <u>1</u> , Dated <u>4-7-26</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>4-13-26</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

12. Bidder acknowledges that the license required for performance of the Work is a C-39 license.
13. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
14. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

15. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.
16. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
17. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
18. 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, 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.
19. 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 and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

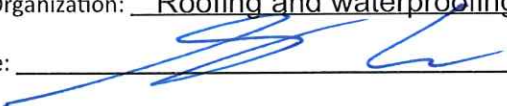
[SIGNATURE ON FOLLOWING PAGE]

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 15th day of April, 20 26

Name of Bidder: Diablo Roofing, Inc.

Type of Organization: Roofing and waterproofing company.

Signature: 

Print Name: Adrian Contreras

Title: President

Address of Bidder: 10227 International Blvd Oakland, CA 94603

Taxpayer Identification No. of Bidder: 46-3056253

Telephone Number: 510-600-5394

Fax Number: _____

E-mail: adrian@diablороof.com Web Page: www.diablороof.com

Contractor's License No(s): No.: 1069338 Class: C-39 Expiration Date: 09/30/26

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000712175

END OF DOCUMENT



2111 Wardrobe Avenue
Merced, CA 95341
Phone (209) 385-6332



Facilities Services Department

ADDENDUM #1

Issued 4-7-26

Bid Date 4-16-26 @ 2:00 pm

Fremont Elementary School Re-Roofing Project 2026-1

This addendum to the bid package (contract documents) issued on the above date sets forth changes and amendments to the previously published description of work for this project. Questions regarding the following listed changes should be directed to Merced City School District, Steven Whitaker swhitaker@mcsd.k12.ca.us (209) 385-6332.

Item #1 – The pre bid meeting sign in sheet is attached as part of addendum 1

Item #2 – All references to the Project / Contract Number shall be 2026-1

Item #3 – The Bid Form has been revised to remove the contingency or allowance to be added to the base bid. The total bid price will not include a contingency or allowance amount. Use the revised Addendum 1 Bid Form

Item #4 – Modify the Instructions to Bidders, Document 00 21 13, Item # 21, on Page 6. All questions are to be submitted to Merced City School District Steven Whitaker @ swhitaker@mcsd.k12.ca.us

Item #5 – Modify all references to the contract time for this project. The contract time will be sixty (60) days

Item #6 – The site plan of included areas within the project has been modified, refer to addendum 1 site plan for reroofing (red highlight) vs. repairs (blue highlight)

Item #7 – Remove Section 01 11 00 Summary of Work and Add Addendum 1 Section 01 11 00 Summary of Work

Item #8 – Remove Section 01 64 00 OFCI Specification and Add Addendum 1 Section 01 64 00 OFCI Specification



MERCED CITY SCHOOL DISTRICT

Our scholars have the academic skills and personal characteristics to continue their learning journey, pursuing their passions and talents.

Sign-In Sheet - Pre-Bid Meeting 3/31/26

Fremont Elementary School Re-Roofing Project 2026-1

Name	Company	Phone	Email
Rick Jones	Goodland	559-247-1196	moneta2garland@comcast.net
Salvador Alarcon	Fresno Roofing	559 408 4610	Salvador@fresnoroofing.com
Nathan Duarte	Fresno Roofing	559-285-8377	Nathan@fresnoroofing.com
John Kenner	Brayco	559-547-7780	J. Kenner@Brayco.com
Christina Watson	Universal Coatings	(559) 233-6300	christina@universalcoatings.net
Kenneth Cabe	Brazell Roofing	209-993-9917	steve@brazellroofing.com
Orlando Hernandez	DEST Construction	510.953.0709	estimating@destcon.com
Jose Perez	Diablo Roofing	408-401-3547	PJP@diabloroof.com
Marcelo Gonzalez	BPM Fear Off	925-503-7049	gabriel.fearoff@icloud.com
Anthony Lazano	PAC Shield	209-688-3451	alazano@pacshield.com
Hector Barrera	Alliance Contracting	510 519 77-25	heriberto.alliance-cs.net
Zack Chiquon	Nations Roof	559 978-4086	rchacoma@nationsroof.com

Anthony Wallis Kings roofing 209 321 3162 anthony@kingsroofing.net
 Hector Cortez Bay Area Roofers Company 408.591.7164 h-cortez@earthlink.net

BRAZOS

John Kemmer
Senior Estimator
Brazos Thermal Systems, Inc.

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28770 Ave. 14 1/2 • Madera, CA 93638

Spray Foam
Insulation
Waterproofing
Roofing

Scheduling Requests: schedule@brazosinc.com



**BAY AREA ROOFERS
LABOR-MANAGEMENT
TRUST**



HECTOR CORTEZ
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Office: 800-689-4716

PAC SHIELD ROOF SERVICES, INC.

Direct # 209-813-5692
Mobile # 209-688-3951
alozano@pacshield.com



Anthony Lozano
Estimator

B, C-39, C-43, CL # 1031725



CL# 769864 OSHA R-747

Jhovanny Gonzalez
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giobmtearoff@icloud.com

Mailing Address
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Brentwood, CA 94513

Tel: (925) 679-8413
Fax: (925) 625-2505

ANTHONY WALLIS
Service Technician

Mobile (209) 321-3162
anthony@kingsroofing.net



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DOSH # 1000, DIR # 1000002516

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SCOTT BARTH

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scott@barthroofing.com
www.barthroofing.com
License #760030

ALL AREAS IN RED INCLUDE
REMOVE AND REPLACE ALL
ROOFING PER ADDEN 1
SECTION 01 11 00 SUMMARY
OF WORK

ALL AREAS IN BLUE INCLUDE
ROOF REPAIRS PER ADDEN 1
SECTION 01 11 00 SUMAARY
OF WORK

ADDENDUM 1 SITE MAP

John C. Fremont Elementary School



SECTION 01 11 00
ADDENDUM 1 / SUMMARY OF WORK

PART 1 — GENERAL

1.1 WORK REQUIRED BY CONTRACT DOCUMENTS

- A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this Section.
- B. The work of this project consists of, but is not limited to the Scope of Work listed below. This scope is for information purposes only. It is the responsibility of the contractor to perform all work as shown, specified and required based upon the contract documents (drawings, specifications, addenda, as well as manufacturer recommendations and NRCA standards.)

1.2 SUMMARY

- A. Section includes removal and replacement of the existing roofing systems as specified with all applicable details for a complete watertight warrantied roofing assembly per the manufacturers instructions.
- B. Related Work Specified Elsewhere:
 - 1. Section 01 - Owner Supplied Materials
 - 2. Section 06 - Rough Carpentry
 - 3. Section 07 - Roof Insulation
 - 4. Section 07 - Modified Bitumen Membrane Roofing
 - 5. Section 07 - Sheet Metal Flashing and Trim

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Fremont Elementary School Re-Roofing Project 2026-1
- B. Project Location: Fremont Elementary School 2150 S St. Merced, CA 95340
- C. Owner: Merced City School District 444 W. 23rd St. Merced, CA 95340
- D. General scope of work but not limited to;
 - 1. **Re-Roofing: Per the addendum 1 Site Map Buildings 1-7**
 - 2. Includes removal and disposal of existing roofing system(s), insulation board, gutters, downspouts, flashings, copings, etc. for a complete prepared roof surface.

3. Include one hundred (100) square feet of decking replacement included in the base bid price. A per square foot price will be inserted into the bid form for anything needed and approved by the district over 100 square feet. Photos are required of all dryrot replacement with billing for anything over 100 square feet. Install one layer of rosin paper over the entire wood roof deck at the low slope roof section only.
4. Building #2 only per the addendum 1 site map. Remove the existing roof drains at the eve, remove the plywood decking along the eve and properly slope to the outside edge. This will require modification of the fascia board. Re-install the plywood decking, replace as required or requested at the direction of the owner. Create a proper flow and slope for water to drain to the new gutter system.
5. Install new 1/2" x 6" wide wood nailers at all perimeter edges and fasten at 6" on center staggered.
6. Raise all roof curbs to a minimum of 8" above the finished roof height including new sheet metal 24 gauge galvanized pan installed over one layer of membrane loose laid.
7. Install one layer of HPR Glasbase over the entire wood roof deck.
8. Install one layer of 1/2" Wood Fiber Roof Board with 16 screws and plates per 4'x8' sheet.
9. Building #7 only per the addendum 1 site map. Add Polyiso flute fill insulation board to match the depth of the metal panel flutes.
10. Install one layer of Flexbase 80 in WeatherKing Plus WC Adhesive at all low slope roof areas. Utilize Flashing Bond Mastic or Weatherking Plus Flashing Adhesive for all vertical walls, curbs, etc.
11. Install one layer of Stressply Plus FR Mineral in WeatherKing Plus WC Adhesive at all low slope roof areas. Utilize Flashing Bond Mastic or Weatherking Plus Flashing Adhesive for all vertical walls, curbs, etc.
12. Allow all cold applied mastics and coating to properly dry and cure before coating application. Paint all exposed roofing with manufacturer's Pyramic Plus Lo base coat acrylic coating installed at a rate of one (1.5) gallons per square, back roll entire installation required.
13. Paint all exposed roofing with manufacturer's Pyramic Plus Lo Energy Star top coat acrylic coating installed at a rate of one (1.5) gallons per square, complete coverage for a clean neat appearance is required. Additional coats may be required to achieve complete coverage and proper mil thickness.
14. Install new, properly sized 4lb lead flashings at all pipe penetrations, install a factory lead cap at all vent flashings, install a lead umbrella flashing at all electrical penetrations.
15. Install new vents at all locations and incorporate into the roof system per manufacturers details. Remove and replace with custom sheet metal curb cap style sheet metal vents at all curb locations.
16. At all fixed pipe support locations remove and replace all of the existing sheet metal pans. Install all new 24 gauge galvanized sheet metal pans and re-attach the conduit or uni-strut.
17. Install new Dura-Block rubber blocks at all condensate, electrical, etc. for support blocking at the required or sufficient distance to properly support the conduit or lines. Install Stressply Plus FR Mineral slip sheet under each block.

18. Install walkway pad from the ladder access or roof hatch and at all service side of each mechanical unit or electrical panels.
19. Install new 24 gauge pre-finished fascia cover at all fascia locations, wrap the lower portion over the bottom of the fascia and up the back side a minimum of 1".
20. Install new 24 gauge pre-finished edge metal at all existing locations with a 22 gauge galvanized continuous cleat metal. Fasten all edge metal at flashings at 3" on center staggered. The deck flange shall be sanded down to promote adhesive adhesion.
21. Install new 24 gauge pre-finished gutter & downspouts at all eave locations. Install an expansion joint at 50' max intervals. Install a downspout screen at each downspout location.
22. Install new 24 gauge pre-finished coping with 22 gauge cleat at all perimeter walls and where existing slope to the interior.
23. Install new 24 gauge galvanized sheet metal skirt flashing at all HVAC and roof curbs.
24. Install new 24 gauge galvanized sheet metal surface mount at all wall locations. Use butyl tape at the back side and Tuff Stuff urethane caulking.
25. Install yellow "Gas Line" stickers on all gas lines running across the roof a minimum of 12' apart.
26. Remove all condensate lines and from the HVAC units **AFTER THE TRAP** and save for re-installation. Use pvc or water hose to protect the building from condensation during the course of re-roofing. When complete with the roofing re-install all condensate lines and properly support each line.
27. All roof drains shall be inspected to be free and clear prior to the job start as any that are not free flowing and clear at the end of the project will be the responsibility of the roofing contractor to properly address.
28. Replace all broken or missing drain rings and drain baskets with new matching in size and type.
29. **Roofing Repairs; Per the addendum 1 Site Map Buildings 8-10**
30. Includes a complete pressure washing of all roof areas including low slope roofing, and all vertical walls and flashings. Remove and dispose of all debris.
31. Includes repair of all blisters in the existing roof membrane. Cut the existing blister and heat with a roofing torch to allow the blister to lay flat. Install Garla Prime VOC and allow to dry. Install one layer of Stressply IV Plus Mineral in a torch application over the repair area extending past the cut a minimum of 6".
32. As needed - Three course all base flashing laps with one layer of Flashing Bond mastic, one layer of 6" Garmesh, one layer of Flashing Bond mastic, and embed roofing granules into the fresh mastic, allow to cure prior to application of the base coat / top coat.
33. Repair all loose membrane, buckles, blisters, etc. at edge flashing, base flashing, and through field along with all details as needed for a complete prepared roof surface.

34. Inspect all roof drains for loose bolts, tighten as needed, replace as needed. Ensure all drains baskets are in place.
35. Install Tuff Stuff sealant applied at all roof pipe penetrations and all coping joints.
36. Install Garla-Block Primer at a rate of 1/2 gallon per 100 square feet to all newly applied roofing materials (mastic & new Stressply membrane).
37. Install Pyramic acrylic coating in one coat at 1 - 1.5 gal per square. Back roll for complete adhesion, coverage, and mil thickness. Additional coats may be required for proper coverage.
38. Install new Dura Block Pipe Supports at all pipe/conduit locations, attach the existing uni strut to the new block. Install a slip sheet of mineral surfaced cap sheet under each block. If the existing blocks are adhered to the existing roof system. Patch all damaged roofing per the scope listed above with new torch applied membrane.
39. **Roofing Repairs; Per the addendum 1 Site Map Building 11, (5 Portable Classrooms)**
40. The modular line in each classroom building requires repairs.
41. Clean the metal roofing at the mod line in preparation for repairs.
42. Install UniBond Self Adhesive Tape 6" wide 3" on the roof deck and 3" turned up and over the cap metal flashing.
43. Install metal primer at a rate of 1/2 gal per square.
44. Install Cool Sil Silicone coating over the entire area of UniBond tape extending 2" over on all sides.
45. Use All Sil Caulking to seal all fasteners and penetrations.

1.4 WORK COMPLETED BY THE DISTRICT

- A. No work will be completed by the district. All electrical, plumbing, etc. work that s needed such as raising a pipe or flashing to meet the manufacturers criteria shall be part of the contractor's bid.

1.5 TYPE OF CONTRACT

- A. Work will be completed under a single prime contract for all labor and non-owner supplied materials. The owner will supply the materials shown in the owner supplied materials specification section.

1.6 USE OF PREMISES

- A. General: Contractor will have limited use of premises for construction operations.
- B. Use of site: Limit use of premises to work areas required. Do not disturb portions of the project site beyond areas in which the work is indicated.
- C. The building interior is off limits to the contractor. All access shall be from the exterior.
- D. The point of exterior access must be approved by the owner.

- E. Entrances: Keep all entrances serving the building clear and available to the owner, owner's employees, and emergency vehicles.
- F. Use of existing building: Maintain existing building in a weather tight condition throughout the construction period. Repair damage caused by construction operations. Protect building and occupants during construction.
- G. Vehicle Parking: Contractor parking is available on site and will need to be approved by the owner.
- H. Assume full responsibility for protection and safekeeping of materials stored on premises. Coordinate the location of materials and equipment to be stored on premises. Provide barricades, barriers, and enclosures as required to ensure safety.

1.7 OWNERS OCCUPANCY REQUIREMENTS

- A. The owner will occupy the building during the entire construction phase. Cooperate with the owner during construction operations to minimize owner conflicts and facilitate owner usage. Perform the work as to not interfere with owners operations.
- B. A minimum of 72 hours notice is needed for all activities that will affect the owners operations.

1.8 WORK RESTRICTIONS

- A. On site work hours: Work shall generally be performed from the hours of 7:00 am – 5:00 pm Monday through Friday except as otherwise indicated or approved by the owner.
 - 1. Weekend hours, early morning hours, utility shut down, and noisy activity requires owner's authorization a minimum of 72 hours in advance.

1.9 UNIT PRICES

- A. The following unit prices will be used to add or deduct from the total contract amount.
 - a. Unit-1 Replacement of dryrot wood roof decking, add a line items per square foot cost to proposal form.
 - b. Unit-2 Replacement of dryrot wood fascia board, add a line item per square foot cost to proposal form.

1.10 SCHEDULE OF ALTERNATES

- A. None

1.11 PROJECT CONDITIONS

- A. Proceed with roofing work only when existing and forecasted weather conditions will permit a unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.
- B. Do not apply roofing insulation or membrane to damp deck surface.
- C. Do not expose materials subject to water or solar damage in quantities greater than can be weatherproofed during same day.

1.12 SEQUENCING AND SCHEDULING

- A. Sequence installation of roofing with related units of work specified in other sections to ensure that roof assemblies, including roof accessories, flashing, trim and joint sealers, are protected against damage from effects of weather, corrosion and adjacent construction activity.
- B. Complete all roofing field assembly work each day. Phased construction will not be accepted

1.14 PROJECT TIME LINE

- A. Project Completion - 60 days
- B. Board Meeting to Award - 5/12/26
- C. Bid Date - 4/16/26 @ 2:00 pm
- D. Last Day for Questions - 4/9/26 @ 5:00 pm
- E. Pre Bid Meeting - 3/31/26 @ 10:00 am

END OF SECTION 01 11 00 – SUMMARY OF WORK

SECTION 01 64 00

OWNER FURNISHED CONTRACTOR INSTALLED (O.F.C.I.)

PART 1 - GENERAL

1. SUMMARY

- A. DESCRIPTION: The Owner shall procure and provide certain products for installation as shown and specified per Contract Documents.
- B. RELATED WORK SPECIFIED ELSEWHERE:
 - 1. General: Products furnished and paid for by the Owner are described in the following technical sections and /or in the Drawings as O.F.C.I. materials.
 - 2. Note that this project includes the installation of owner-supplied materials as noted in this specification section only. All materials not specifically listed below will be the responsibility of the contractor to provide and install.

2. DEFINITIONS

- A. GENERAL: The following are used to identify products as noted on the Drawings.
- B. OWNER FURNISHED CONTRACTOR INSTALLED (O.F.C.I.): Products or equipment furnished by the Owner for installation under this contract.
- C. OWNER FURNISHED OWNER INSTALLED (O.F.O.I.): Products or equipment to be provided and installed by the Owner, but requiring surfacing, backing, utility connections or other preparation under this contract, for proper installation.
- D. NOT IN CONTRACT (N.I.C.): Products or equipment to be provided and installed by Owner, not requiring surfacing, backing, utility connections or other preparation under this contract.

PART 2 - PRODUCTS

1. PRODUCTS

- A. ROOFING MATERIAL FURNISHED BY OWNER (O.F.C.I.): District supplied material. Related specification sections include;
 - 1. Section 07 22 00 – Roof Insulation
 - 2. Section 07 55 00 - Modified Membrane Roofing
 - 3. Section 07 62 00 - Sheet Metal Flashing and Trim

B. MATERIAL LIST

1. The Owner will only supply the quantity listed in the owner supplied materials section of this specification below. All additional materials and accessories will be the full responsibility of the contractor to provide and install per the specification and project requirements.
2. Any and all material or accessories required for the installation of the roof system in excess of the district provided material must be supplied and installed by the Contractor. It is up to the Contractor to determine the precise amount of material required for the completion of this project; and to provide excess material, as required. The cost to handle and break flashing metal from the District provided flat stock is contractor's responsibility.
3. All required flashings as required per each specification section for plumbing, electrical, gas, etc. will be the Contractors responsibility to provide and install as well as to be included in the bid cost.
4. All materials not specifically included in the owner supplied materials section will be the responsibility of the contractor to provide and install in compliance with the respective specification section. Below is the list of materials the owner will provide.
5. Freight charges of owner supplied materials will be the responsibility of the Owner.
6. Contractor must coordinate and take delivery of materials, count all materials and ensure it matches the list below, unload and properly locate materials at the job site, and properly protect, cover and store at the job site. Owner supplied list below.
7. Contractor must be able to provide certification in writing from roof system manufacturer that the contractor is approved to install the specified roof system and provide all warranty requirements of each respective specification section.
8. Materials specifically provided by the owner;

440.00	Stressply Plus FR Mineral, 75 sq ft per rl
330.00	Flexbase 80, 100 sq ft per rl
24.00	Weatherking Plus WC, 55 gallon drum
20.00	Weatherking Plus Flashing Adhesive, 5 gallon pail
3.00	Garmesh 6" x 150'
3.00	Garla-Prime VOC, 5 gallon pail
20.00	Flashing Bond Mastic, 5 gallon pail
19.00	Pyramic Plus Lo Acrylic Coating, 55 gallon drum
30.00	Tuff Stuff Urethane Caulking 10.1 oz tube (White)
100.00	Garla Flex Mastic 10 oz Tube
100.00	Pre-Finished Flat Stock 24 gauge 4'x10' Sheet Standard Color
2.00	Skid Charge (Per 50 Sheets)
2.00	Cool Sil Silicone Coating 5 gal pail
110.00	HPR Glasbase 300 sq ft per roll
8.00	Uni-Bond ST 6"
24.00	All Sil Caulking 10 oz Tube

PART 3 - EXECUTION

1. OWNER'S RESPONSIBILITIES

- A. **SUBMITTALS:** Arrange for and deliver necessary shop drawings, product data and samples to Contractor.
- B. **DELIVERY:**
 - 1. **General:** Arrange and pay for product delivery to site, in accordance with construction schedule.
 - 2. **Bill of Materials:** Deliver supplier's documentation to Contractor.
 - 3. **Inspection:** Inspect jointly with Contractor.
 - 4. **Claims:** Submit for transportation damage and replacement of otherwise damaged, defective, or missing items.
- C. **GUARANTEES:** Arrange for manufacturer's warranties, bonds, service, inspections, as required.

2. CONTRACTOR'S RESPONSIBILITIES

- A. **SUBMITTALS:** Review shop drawings, product data and samples and submit to Architect and/ or Owner with notification of any discrepancies or problems anticipated in use of product.
- B. **DELIVERY:**
 - 1. **General:** Designate delivery date for each product in Progress Schedule.
 - 2. **Receiving:** Receive and unload products at site. Handle products at site, including uncrating and storage.
 - 3. **Inspection:** Promptly inspect products jointly with Owner; record shortages, damaged or defective items. Shortages and/or damage must be noted at the time of delivery by the contractor no claims may be made after the fact.
 - 4. **Storage:** Protect products from damage or exposure to elements per the manufactures requirements.
- C. **INSTALLATION:**
 - 1. **General:** Assemble, install, connect, adjust and finish products, as stipulated in the respective section of Specifications.
 - 2. **Repair and Replacement:** Items damaged during handling and installation.
 - 3. **Install all O.F.C.I. products** per the specifications and manufacturer instructions.
 - 4. **All products not supplied by the owner** are the responsibility of the contractor to supply and install per manufacturers instructions.

END OF SECTION

End of addendum 1

Addendum must be signed, dated and returned with bid to confirm receipt and acknowledgment

Signed  _____

Date 04/15/26 _____

Print Name Adrian Contreras _____



2111 Wardrobe Avenue
Merced, CA 95341
Phone (209) 385-6332



Facilities Services Department

ADDENDUM #2

Issued 4-13-26

Bid Date 4-16-26 @ 2:00 pm

Fremont Elementary School Re-Roofing Project 2026-1

This addendum to the bid package (contract documents) issued on the above date sets forth changes and amendments to the previously published description of work for this project. Questions regarding the following listed changes should be directed to Merced City School District, Steven Whitaker swhitaker@mcsd.k12.ca.us (209) 385-6332.

Item #1 – Modify Addendum 1 Section 01 11 00 Summary of Work, 1.3, D, # 37 to read.

Install Pyramic acrylic coating in one coat at 1 - 1.5 gal per square over all roof areas shown as "repair areas" and marked in blue highlight on the addendum 1 site map. The repairs made will require a base coat of 1 gallon per square and the balance of the roof areas will be completed in one coat at 1 - 1.5 gallons per square. Back roll for complete adhesion, coverage, and mil thickness. Additional coats may be required for proper coverage.

Questions & Answers:

1. Q: Will building 6 be getting polyiso flute fill like building 7?
A: The addendum scope of work only specifies building 7 to receive flute fill insulation. Building 6 will follow the scope of work with roof removal and replacement.
2. Q: Building 1 has many existing rubber/foam blocks with metal caps on them. Are those also being removed and replaced with rubber dura blocks?
A: See item 16 and item 17 in addendum 1.
3. Q: Add.#1 SOW #26 - Will a plumbing or HVAC subcontractor be required by the district to complete this portion of work?

A: No the roofing contractor shall utilize means and methods to protect the building and HVAC work from damage. Item 26 in addendum 1 is to provide a possible means to prevent damage however it is the roofing contractor's responsibility

4. Q: Can you provide a map showing the locations of the new gutters as well as a downspout layout?

A: Item #21 in the addendum summary of work states to install gutters and downspouts at all eve locations. Downspouts will be needed in each gutter section and placement will be addressed during a site walk with the district.

End of addendum 2

Addendum must be signed, dated and returned with bid to confirm receipt and acknowledgment

Signed  _____

Date 04/15/26 _____

Print Name Adrian Contreras _____

DOCUMENT 00 43 13

BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Diablo Roofing, Inc., as Principal ("Principal"),

and The Ohio Casualty Insurance Company, as
Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of
~~Delaware~~ and authorized to do business as a surety in the State of California, are held and firmly bound
unto the Merced City School District ("District") of Merced County, State of California, as Obligee, in an
amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

* New Hampshire

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the
District for all Work specifically described in the accompanying bid for the following project: Fremont
Elementary School ** ("Project" or "Contract").

** Re-Roofing Project, Contract No. 2026-1

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or
the specifications accompanying the same, shall in any way affect its obligation under this bond, and it
does hereby waive notice of any such change, extension of time, alteration or addition to the terms of
the Contract or the call for bids, or to the work, or to the specifications.

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

MERCED CITY SCHOOL DISTRICT

BID BOND
DOCUMENT 00 43 13-1

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 13th day of April, 2026.

Diablo Roofing, Inc. Adrian Contreas
Principal

By _____

The Ohio Casualty Insurance Company
Surety

By Randy Spohn / Attorney-in-Fact

R S Bonding & Insurance Agency

Name of California Agent of Surety
1633 E. Fourth Street, Suite 228
Santa Ana, CA 92701

Address of California Agent of Surety

(714) 541-4700

Telephone Number of California Agent of Surety

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

END OF DOCUMENT



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215007-969327**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Matthew R. Dobyns, Peter Foy, Erika G. Morgan, Ashley M. Spohn, Randy Spohn, Eli Stalzer

all of the city of Santa Ana state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of November, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of November, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of April, 2026.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

The Ohio Casualty Insurance Company

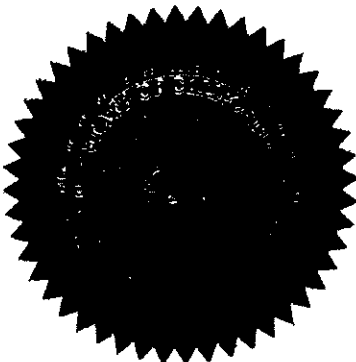
of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Automobile and Miscellaneous**

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

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

IN WITNESS WHEREOF, effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.



Dave Jones
Insurance Commissioner

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

By

NOTICE:

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

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

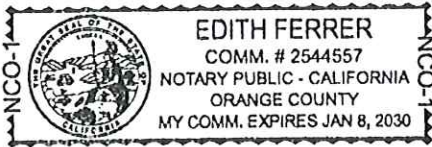
County of ORANGE

On April 13th, 2026 before me, EDITH FERRER, NOTARY PUBLIC,

personally appeared RANDY SPOHN,



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 of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL

☐ CORPORATE OFFICER

☐ PARTNER(S)

☐ LIMITED

☒ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

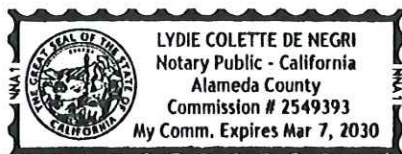
State of California

County of Alameda

On 04/16/2026 before me, Lydie Colette De Negri,
Date Here Insert Name and Title of the Officer

personally appeared Adrian Contreras
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

De Negri

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

DESIGNATED SUBCONTRACTORS LIST
(Public Contract Code Sections 4100-4114)

PROJECT: Fremont Elementary Shool Re-roofing Project

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: N/A

CA Cont. Lic. #: N/A Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

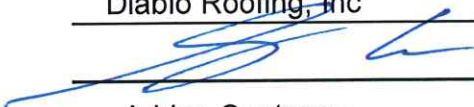
CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: 04/15/26

Proper Name of Bidder: Diablo Roofing, Inc

Signature:  _____

Print Name: Adrian Contreras

Title: President

END OF DOCUMENT

DOCUMENT 00 45 01

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: Fremont Elementary School Re-Roofing Project

Check option that applies:

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

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

Bidder fully indemnifies the Merced City School District, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: 04/15/26

Proper Name of Bidder: Diablo Roofing, Inc

Signature: 

Print Name: Adrian Contreras

Title: President

ATTACHMENTS:

- 1.**
- 2.**
- 3.**

END OF DOCUMENT

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

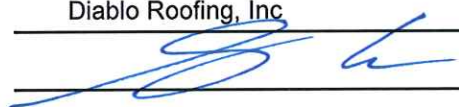
I am the President of Diablo Roofing, Inc, the party making the foregoing bid.
[Title] [Name of Firm]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 15, 2026,
[Date]

at Oakland, CA.
[City] [State]

Date: 04/15/26
Proper Name of Bidder: Diablo Roofing, Inc
Signature: 
Print Name: Adrian Contreras
Title: President

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: 2026-1 between the **Merced City School District** ("District") and Diablo Roofing, Inc ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 04/15/26

Proper Name of Contractor: Diablo Roofing, Inc

Signature: 

Print Name: Adrian Contreras

Title: President

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT



Diablo Roofing Inc. & Waterproofing

10227 International Blvd

Oakland, CA 94603

(510) 600-5394 <http://www.diablороof.com>

4/6/2026

To Whom It May Concern,

My name is Jose Dominguez, Safety Manager for Diablo Roofing Inc. & Waterproofing. This letter provides clarification regarding our Cal/OSHA inspection history and explains the context, investigation results, and corrective actions taken.

Cal/OSHA Inspection Records & Results

#	Inspection	Date Opened	Status	Citation
1	1856134.015	10/20/2025	Closed	No Violations found
2	1854007.015	10/03/2025	Closed	No Violations found
3	1843724.015	08/13/2025	Closed	No Violations found
4	1842833.015	08/08/2025	Closed	No Violations found
5	1842821.015	08/07/2025	Open	Contested
6	1834975.015	06/30/2025	Open	Contested
7	1829996.015	06/10/2025	Open	Contested
8	1826901.015	05/16/2025	Closed	Citation Paid (No alleged "serious" violation)
9	1769588.015	08/16/2024	Closed	No Violations found
10	1690428.015	08/11/2023	Closed	Citation Paid (No alleged "serious" violation)
11	1619401.015	08/29/2022	Closed	Citation Paid (No alleged "serious" violation)

1. Overview

We are a non-union contractor and have declined to join a local union. Shortly after we notified the local union that we did not intend to join, our company began experiencing an abnormal number of "complaint inspections" conducted by Cal/OSHA. As the agency responsible for enforcing workplace safety in the state, Cal/OSHA is required to investigate complaints alleging unsafe work conditions. Cal/OSHA representatives themselves have indicated concern about the unusually high frequency and the similarity of allegations along with the appearance that whoever is submitting these complaints is improperly



weaponizing the state against a private employer. Despite this, we have consistently cooperated in each Cal/OSHA inspection and maintain our commitment to providing a safe work environment for our employees.

Diablo Roofing takes workplace safety extremely seriously. For every Cal/OSHA complaint, we conduct a full investigation, document findings, provide timely written responses to Cal/OSHA, and implement corrective actions whenever appropriate.

2. Summary of Recent OSHA Cases and Findings

Inspection # 1856134.015 — 10/20/2025 – No Violations Found

Allegation: Employees without fall-protection equipment.

Findings:

- Cal/OSHA conducted a full onsite inspection while we were working and found compliant protective measures in place.

Corrective Actions:

- No corrective actions were required. The Cal/OSHA inspector confirmed that our entire team was in full compliance with Cal/OSHA standards.

Inspection # 1854007.015 — 10/03/2025 – No Violations Found

Allegation: Incorrect ladder was used; the ladder was not tied off, and multiple individuals were tied to a single anchor point.

Findings:

- Cal/OSHA inspector went onsite to inspect the ladders
- Cal/OSHA inspector checked anchor points and ropes
- The inspector confirmed that we were 100% compliant with Cal/OSHA requirements.

Corrective Actions:

- No corrective actions were required. The Cal/OSHA inspector confirmed that our entire team was in full compliance with OSHA standards.

Inspection #1843724.015 — 08/13/2025 – No Violations Found



Allegation: Employee standing on forks; operating a gradall; worker wearing a coverall.

Findings:

- Diablo Roofing did not have a gradall onsite.
- Diablo Roofing does not use coveralls.
- Equipment onsite belonged to a demolition contractor, and the equipment was not used by Diablo Roofing employees.
- Our team has proper lift-operation training and no Cal/OSHA history of lift-related violations.

Corrective Actions:

- No corrective actions were required. The OSHA inspector confirmed that our entire team was in full compliance with all Cal/OSHA standards.

Inspection #1842833.015 — 08/08/2025 – No Violations Found

Allegation: Employees working on a flat roof without fall protection.

Findings:

- All perimeters were protected with Cal/OSHA-compliant warning lines placed 6 feet from all edges.
- Anchor points and fall-protection systems were installed and available for use when working near edges.
- Cal/OSHA conducted a full onsite inspection while we were working and found compliant protective measures in place.

Corrective Actions:

- No corrective actions were required.

Contested Citations

The following citations are contested. It is our position that none of them have merit, but we cannot disclose more information because these are the subject of ongoing litigation.

- **Inspection #1842821.015 — 08/07/2025 - Contested**
Allegation: Employees not using fall-protection equipment.



- **Inspection #1834975.015** — 06/30/2025 - Contested
Allegation: Employee in yellow jacket not tied off; two workers tied to one anchor.
- **Inspection # 1829996.015** — 06/10/2025 - Contested
Allegation: Employees not using fall-protection equipment, Gradall operator with no license to use it

Inspection #1826901.015 — 05/16/2025 – Citation Paid (No alleged “serious” violation)

Allegation: Short ladder used to access deck; one worker not tied off.

Corrective Actions:

- Conducted a safety meeting with the foreman and laborer involved.
- Provided refresher training on ladder safety and fall protection.
- Issued written warnings to both individuals.

Inspection # 1769588.015 — 08/16/2024 – No Violation Found

OSHA Routine Inspection

Corrective Actions:

-No corrective actions were required. The entire team was found to be in full compliance with Cal/OSHA regulations during the inspection.

Inspection # 1690428.015 — 01/12/2024 – Citation Paid (No alleged “serious” violation)

Allegation: An employee improperly transferred a cleaning product into an incorrect container in violation of the hazard communication standard.

Corrective Actions:

- Diablo Roofing reinforced training to help our workforce understand Cal/OSHA’s Hazard Communication Standard.



- Prepared and implemented a written Hazard Communication Program.

Inspection # 1619401.015 — 08/29/2022 – Citation Paid (No alleged “serious” violation)

Allegation: Employer failed to implement and maintain an effective heat illness prevention plan.

Corrective Actions:

- Provided a safety binder for each Foreman including the HIPP
- Reinforced training for the teams to understand how important is to implement a HIPP.

3. Safety Programs & Training

Diablo Roofing invests heavily in training and employee education. Programs completed by our team include:

- Fall Protection & Competent Person
- CERTA
- Confined Space
- CPR
- MEWP Safety
- Forklift Operator Certification
- Heat Illness Prevention
- Drive-safe training
- OSHA 10 & OSHA 30
- Respiratory Protection (including fit-testing)

Additionally, we recently received a positive Cal/OSHA report (1AX) from a routine inspection in Petaluma, confirming our compliance and the strength of our safety program.

4. Conclusion

As an organization, we prioritize employee safety and are dedicated to providing a safe and healthful work environment for all of our employees. While we cannot prevent unnamed third parties from submitting untrue complaints about our safety practices to Cal/OSHA, we



will continue cooperating with the agency and enforcing our safety program. Diablo Roofing has consistently demonstrated:

- Immediate response to all Cal/OSHA inquiries
- Thorough investigations with documented evidence
- Corrective actions when necessary
- Strong safety training and compliance programs
- Cooperative communication with Cal/OSHA personnel

We remain committed to maintaining a safe workplace and upholding all Cal/OSHA standards.

Please let us know if you need any additional details, documentation, or clarification.

Sincerely,

Jose Dominguez

Safety Manager

Diablo Roofing Inc. & Waterproofing

|



dca
Division of Contract Administration

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **1069338** Entity **CORP**

Business Name **DIABLO ROOFING INC**

Classification **C39**

Expiration Date **09/30/2026**

www.cslb.ca.gov



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1000712175 - Diablo Roofing, Inc.

Customer Account Lookup

PWCR

1000712175

Contractor Status

DIR Approved

CSLB

1069338

Business Phone

5106005394

Ext

Registration Start Date

2025-07-01

Legal Entity Name

Diablo Roofing, Inc.

Doing Business As (DBA)

Diablo Roofing, Inc.

Business Structure

-- None --

President

Adrian Contreras

Email

adrian@diabloroof.com

Registration End Date

2028-06-30

Crafts

Roofing

Address

Mailing Address

10227 International Blvd.

Mailing Address - City

Oakland

Mailing Address - State

CA

Mailing Address - Zip

94603

Mailing Address - Country

USA

Physical Address

3661 Star Ridge Rd.

Physical Address - City

Hayward

Physical Address - State

Physical Address - Zip

94542

Physical Address - Country

USA

Related Lists

Registration Dates (4)

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MANDATORY BID DOCUMENT CHECK LIST

JOB NAME: Fremont Elementary Shool Re-roofing Project DATE: 04/16/26

☒	Bid Form & Proposal Signed	YES	N/A
☒	Bid Bond Signed		
☒	Non-Collusion		
☒	Designated Subcon Signed		
☒	Site Visit Verification		
☒	Addendums Signed		
	Questionnaire:		
	Small Business Cert		
	Licenses		
	DIR Certs		
	IRAN Act		
	CARB Cert		
	Criminal Background Check		
	DVBE Worksheet Signed		
	Prequals Submitted if Needed		

Wulker Corp.

PM Mike S
COMPLETED BY Lili