

BID FORM AND PROPOSAL (ADDENDUM 2)

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.2026-3, for the following project known as:

Hoover Middle School Re-Roofing Project 2026-3

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

Two Hundred Forty Seven Thousand Eight Hundred	dollars \$	247,800.00
<i>TOTAL BASE BID</i>		
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s).</i>		

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>03/24/26</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>04/07/26</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.

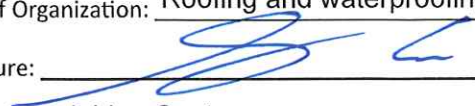
[SIGNATURE ON FOLLOWING PAGE]

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@diabloroof.com Web Page: www.diabloroof.com

Contractor's License No(s): No.: 1069338 Class: C-39 Expiration Date: 09/30/2026

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000712175

END OF DOCUMENT

MERCED CITY SCHOOL DISTRICT



ADDENDUM #1

Issued 3-24-26

Bid Date 4-16-26 @ 2:30 pm

Hoover Middle School Re-Roofing Project 2026-3

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, (209) 385-6694.

Item #1 – The mandatory pre bid meeting for this project is March 31, 2026 @ 1:00 pm. Modify the invitation to bidders to the below.

11. A mandatory pre-bid conference and site visit will be held on **March 31, 2026**, at 1:00 p.m. at Hoover Middle School 800 E. 26th St. Merced, California. All participants are required to sign in front of the Office Building. The site visit is expected to take approximately one hour. Failure to attend or tardiness will render bid ineligible.

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 4-7-26

Bid Date 4-16-26 @ 2:30 pm

Hoover Middle School Re-Roofing Project 2026-3

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 2

Item #2 – All references to the Project / Contract Number shall be 2026-3

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 – Remove Section 01 11 00 Summary of Work and Add Addendum 2 Section 01 11 00 Summary of Work



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

Hoover Middle School Re-Roofing Project 2026-3

Name	Company	Phone	Email
Rick Jones	Garland	559-647-1196	ron@garlandco.com
John Kemmer	Briggs	559-547-7760	S.Kennedy@Briggsinc.com
Nathan Duarte	Fresno Roofing	559-255-8377	nathan@fresnoroofingco.net
Salvador Alvarez	Fresno Roofing	559-255-8377	salvador@fresnoroofingco.net
Kenneth Gabe	Booth Roofing	209-833-9912	Spill@BoothRoofing.com
Christina Watson	Universal Coatings	559-233-6300	christina@universalcoatings.net
Rick Chalon	Nations Roof	559-978-4086	rchacon@nationsroof.com
Heri Barrera	Alliance Contracting	510-514-7725	Heri@Alliance-CS.net
Theremy Barrera	B/H Four Off	925-503-7049	Gishinter@b4off.com
Onate Hernandez	Best Contracting	510-953-0790	Estimating@BestContracting.com
José Pérez	Diablo Roof	408-401-3547	Perez@diabloroof.com
Anthony Williams	Kings Roofing	209-321-3162	anthony@kingsroofing.net

[illegible]

BRAZOS

John Kemmer
Senior Estimator
Brazos Thermal Systems, Inc.

☎ 559.547.7780
☎ 844.965.0011
✉ j.kemmer@brazosinc.com
☎ 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
Compliance Officer

2840 El Centro Road, Suite 113, Sacramento, CA 95833
Office (916) 646-6754 Cell (408) 591-5164
e-mail: H-Cortez@outlook.com



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LABOR-MANAGEMENT
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2840 El Centro Road, Suite 113, Sacramento, CA 95833
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Office: 800-689-4716

PAC SHIELD ROOF SERVICES, INC.

Direct # 209-813-5892
Mobile # 209-688-3951
alozano@pacshield.com



Anthony Lozano
Estimator

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



CL# 769864 OSHA R-747

Jhovanny Gonzalez
Cell: (925)-503-7049
giobmtearoff@icloud.com

Mailing Address
2420 Sand Creek Rd., PMB 280
Brentwood, CA 94513

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

ANTHONY WALLIS
Service Technician

Mobile (209) 821-3162
anthony@kingsroofing.net



KING'S ROOFING
Contractor's Lic. No. 576154

P.O. Box 1542
Patterson, CA 95363

(P) (209) 892-3386
(F) (209) 892-6225



ESTIMATING DEPARTMENT
estimating@bestcontracting.com

BEST CONTRACTING SERVICES, INC.

4301 Bettencourt Way
Union City, CA 94587
Tel: (510) 886-7240
Fax: (510) 886-7342
www.BESTcontracting.com

19027 S. Hamilton Avenue
Gardena, CA 90248
Tel: (310) 328-6969
Fax: (310) 328-9176
info@bestcontracting.com



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DOSH # 1000, DIR # 1000002516

Heri Barrera
Project Manager / Superintendent

Office: 510.667.9934
Fax 510.667.9937
Cell 510.514.7725

1201 El Camino ave
Sacramento, CA 95815

Heri@alliance-cs.net



SCOTT BARTH

209-833-9917
(fax) 209-833-8096

scott@barthroofing.com
www.barthroofing.com

License #760030

SECTION 01 11 00
ADDENDUM 2 / 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 warranted 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: Hoover Middle School Re-Roofing Project 2026-3
- B. Project Location: Hoover Middle School 800 E. 26th 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:**
 - 2. Includes removal and disposal of existing roofing system(s), insulation board, gutters, downspouts, flashings, copings, etc. for a complete prepared roof surface.
 - 3. Remove the wood window covering in both equipment wells and dispose of.

4. Remove the duct work in both equipment wells to allow for proper installation. Re-install and reseal all duct work connections.
5. 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.
6. Install new 1/2" x 6" wood nailers at all perimeter edges and fasten at 6" on center staggered.
7. 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.
8. Install one layer of HPR Glasbase over the entire wood roof deck.
9. Install one layer of 1/2" Wood Fiber Roof Board with 16 screws and plates per 4'x8' sheet.
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 save for re-use all of the existing 24-gauge sheet metal pan and uni struts. Install all sheet metal pans and re-attach to the conduit.
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 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.
20. 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.
21. Install new 24 gauge pre-finished coping with 22 gauge cleat at all perimeter walls slope to the interior.
22. Install new 24 gauge galvanized sheet metal skirt flashing at all HVAC and roof curbs.
23. 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".
24. Install yellow "Gas Line" stickers on all gas lines running across the roof a minimum of 12' apart.
25. 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.
26. 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.
27. Replace all broken or missing drain rings and drain baskets with new matching in size and type.

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 Complete - 60 days
- B. Project Start - 6/8/26
- C. Board Meeting to Award - 5/12/26
- D. Bid Date - 4/16/26 @ 2:00 pm
- E. Last Day for Questions - 4/9/26 @ 5:00 pm
- F. Pre Bid Meeting - 3/31/26 @ 1:00 pm

END OF SECTION 01 11 00 – SUMMARY OF WORK

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

Signed  _____

Date 04/15/26

Print Name Adrian Contreras

End of addendum 2

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 ~~California~~ 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: Hoover Middle School Re-Roofing Project, ** ("Project" or "Contract").

** Contract No. 2026-3

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.

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 Contreras
Principal

By [Signature]

The Ohio Casualty Insurance Company
Surety

Randy Spohn
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, 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

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

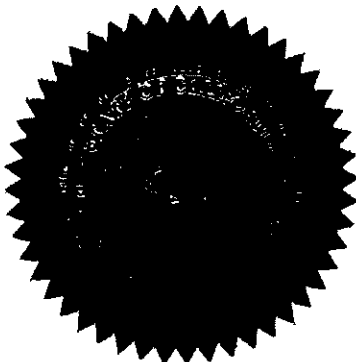
of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**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

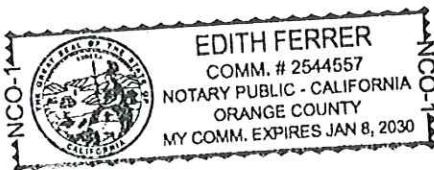
County of ORANGE

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.

Edith Ferrer
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

Date

before me,

Lydie Colette De Negri

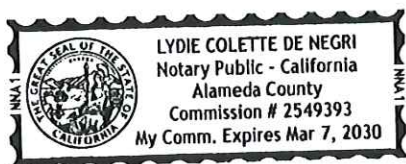
Here Insert Name and Title of the Officer

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.



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

Place Notary Seal and/or Stamp Above

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 Contact Code Sections 4100-4114)

PROJECT: Hoover Middle School 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: _____

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Portion of Work: _____

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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

SITE VISIT CERTIFICATION

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

PROJECT: Hoover Middle 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.

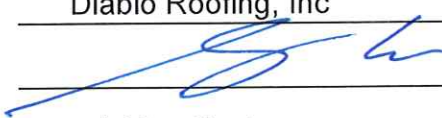
 X I certify that Jose Perez (Bidder's representative) visited the Site of the proposed Work, received the attached pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions 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 15th, 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.: Hoover Middle School Re-Roofing Project - 2026-3 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:

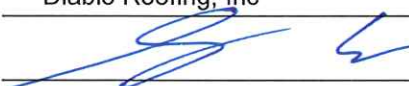
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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