

SECTION 00 41 13

BID FORM

To: THE BOARD OF TRUSTEES  
American River Flood Control District  
Sacramento, California

Ladies and Gentlemen:

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, transportation, equipment, services and incidentals necessary to construct, as appropriate Roof Repair/Replacement, complete including miscellaneous work shown and specified, all in strict conformance with Contract Documents prepared therefore. Bid Proposal shall include the Allowance No. 1 price of \$10,000.00, the Allowance No. 2 price of \$2,500.00, and all applicable taxes. Refer to Section 01 21 00 for Allowances.

BASE BID: \_\_\_\_\_ Dollars (\$ 330,000.00).

BID SECURITY: Enclosed is bid security in the amount of ten percent of the BASE BID made payable to the Owner. It is agreed by the undersigned that said amount shall be retained by the Owner as liquidated damages provided undersigned fails to execute the Construction Agreement included hereinafter, and furnish necessary bonds and insurance as specified within ten days after written notice by Owner of acceptance of the proposal.

ADDENDA: The undersigned agrees that all addenda received and acknowledged herein shall become a part of and included in this proposal. The proposal includes the following addenda:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

CONTRACTOR PAYMENTS: The undersigned agrees to the schedule of payments and payment retention as described under Article 9 of the Supplementary Conditions.

LIQUIDATED DAMAGES: The undersigned agrees that in case all of the work called for under the Contract, in all parts and requirements, is not finished or completed within the Contract time set forth in this Proposal, unless a delay is authorized in writing by the Owner, damage will be sustained by the Owner. It is further agreed by the undersigned that it is impractical to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason for such delay. The undersigned, therefore, agrees to pay the Owner the sum of Five Hundred Dollars (\$500.00) per calendar day that the work remains uncompleted or unaccepted by the Owner. The undersigned agrees to pay said liquidated damages as herein provided and, in the event such damages are not paid, agrees that the Owner may deduct the amount thereof from any monies due or that may become due the undersigned.

SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contract Code of the State of California as last amended, subcontractors will perform the portion of the work indicated on the Designation of Subcontractors Form attached at the end of this Section. Where no subcontractor is listed for any portion of the work listed hereunder, the undersigned represents that he is competent, experienced and equipped to do that segregated portion of the work and that it will not be subcontracted.

RESPONSIBILITY

The undersigned has thoroughly examined the site and existing conditions where the work is to be constructed, is familiar with the Drawings, Specifications and other Contract Documents pertaining thereto and hereby certifies that this Proposal is genuine and not collusive (see attached "Non-Collusion Affidavit"), and that the Owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

Name of Firm Kaler/Dobler Construction, Inc.  
(Corporation, Partnership, etc.)

Type of Firm Corporation

Address 3720 Omece Circle  
Rancho Cordova, CA 95742

I declare that the firm has License No. 698350 with an Expiration Date of 11-31-20.

Executed at Rancho Cordova California.

Signatures: [Signature]

Dated this 2nd day of July 2020

DESIGNATION OF SUBCONTRACTORS FORM

Description of Work	Name of Subcontractor	Place of Business	License Number	Telephone Number	DIR Registration Number
Electrical	R&P Electric	Sacramento	980266	916-893-9480	10000051100
HVAC	Green Mech.	Lotus	9312227	530-919-2101	100000516064
Roofing concrete	Madson Harrison concrete	Sacramento	519488	916-361-3327	1000000193
Demo Insulation	Demo Maurice Insulation	Woodland Diamond Springs	764041 409914	530-662-2185	10000002611 530-626-8520 1000013719

"NONCOLLUSION AFFIDAVIT" TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID

Bill Kaler being first duly sworn, deposes and says that he or she is Vice President of Kaler/Dobler Construction the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Bidder's Signature:

[Handwritten Signature]

Date 6-29-30

Notary's Signature and Stamp:

\_\_\_\_\_  
State of California )  
) ss.  
County of \_\_\_\_\_ )

END OF SECTION

SEE ATTACHED NOTARY

EC 06/29/2020

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 SACRAMENTO }

On 06/29/2020 before me, E.C. HOKOM, NOTARY PUBLIC  
(Here insert name and title of the officer)

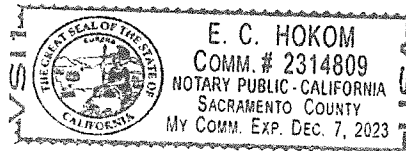
personally appeared BILL KALER  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

*E. C. HOKOM*

\_\_\_\_\_  
 Notary Public Signature (Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
NON COLLUSION  
(Title or description of attached document)  
AFFIDAVIT  
(Title or description of attached document continued)  
 Number of Pages 1 Document Date 06/26/2020

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer  
 \_\_\_\_\_  
(Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document with a staple.

**BID BOND**

**Travelers Casualty and Surety Company of America  
Hartford, CT 06183**

KNOWN ALL BY THESE PRESENTS, That we, Kaler/Dobler Construction, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto American River Flood Control District, as Obligee, in the sum of Ten Percent of Total Amount Bid \*\*\*\*\* Dollars ( 10% of Bid ) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

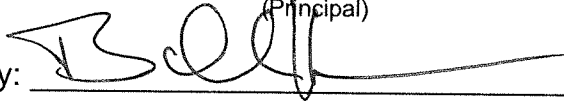
WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for American River Flood Control District Roof Repair/Replacement, Project #019134 ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.


Signed this 26th day of June, 2020.

**Kaler/Dobler Construction, Inc.**

(Principal)

By: 

**Travelers Casualty and Surety Company of America**

By:   
**Dona Lisa Buschmann**, Attorney-in-Fact

## 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 Placer )

On JUNE 26, 2020 before me, Jana B. Pilgard, Notary Public  
(insert name and title of the officer)

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

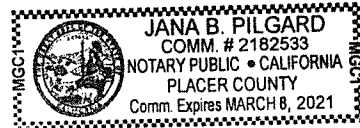
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of SACRAMENTO }

On 06/29/2020 before me, E.C. HOKOM, NOTARY PUBLIC  
(Here insert name and title of the officer)

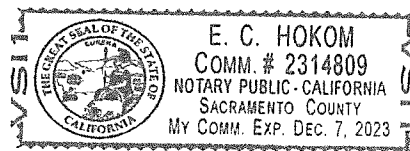
personally appeared BILL KALER  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ 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.

E.C. HOKOM  
 Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
BID BOND  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 06/29/2020

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- \_\_\_\_\_ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~ - is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dona Lisa Buschmann** of **ROSEVILLE California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019**.



State of Connecticut

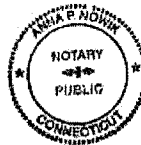
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

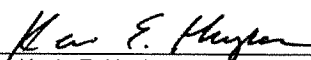
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **June**, **2020**



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**