



# Council Agenda Report

To: Mayor Pierson and the Honorable Members of the City Council

Prepared by: Robert DuBoux, Public Works Director/City Engineer

Approved by: Reva Feldman, City Manager

Date prepared: December 16, 2020 Meeting date: January 11, 2021

Subject: Award City Hall Roof Replacement Project

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**RECOMMENDED ACTION:** 1) Authorize the Mayor to execute a construction contract with 101 Roofing and Construction, Inc. in the amount \$234,248 for the City Hall Roof Replacement Project, Specification No. 2071; and 2) Authorize the Public Works Director to approve potential change orders up to 15% of Agreement contract.

**FISCAL IMPACT:** Funding for this project in the amount of \$289,530 was included in the Adopted Budget for Fiscal Year 2020-2021 in Account No. 310-9079-5100.00 (City Hall Roof Project).

**WORK PLAN:** This item was included as item 8m in the Adopted Work Plan for Fiscal Year 2020-2021.

**DISCUSSION:** On December 4, 2018, Council awarded an agreement to San Marino Roof Co. On October 15, 2019, Council released San Marino Roof Co. from the agreement to construct the City Hall Roof Replacement Project. Staff reviewed the original construction documents and updated the project to make it a more viable project.

The City advertised the project specifications for the City Hall Roof Replacement Project through the competitive bidding process on October 15, 2020. Three contractors submitted bids by the November 18, 2020, deadline:

<u>Contractor</u>	<u>Bid Amount</u>
<b>101 Roofing &amp; Construction</b>	<b>\$234,248</b>
Best Contracting Services, Inc.	\$507,000
Commercial Waterproofing Systems, Inc. dba ERC Roofing and Waterproofing	\$514,901

Staff reviewed the bid from 101 Roofing & Construction, Inc. and found it to be in order and conformance with the bid requirements. Staff also verified the Contractor's license and called their references.

Staff recommends the Council approve the award and authorize the Mayor to execute a construction contract with 101 Roofing & Construction, Inc. and authorize the Public Works Director to approve potential change orders up to 15% of the Agreement amount. Once approved, staff will process the Agreement and issue a Notice to Proceed for the project.

ATTACHMENTS: Public Works Agreement with 101 Roofing & Construction, Inc.

## CITY OF MALIBU PUBLIC WORKS AGREEMENT

This Public Works Agreement ("Agreement") is made and entered into as of the date executed by the City Manager and attested to by the City Clerk, by and between 101 Roofing & Construction, Inc. (hereinafter referred to as "CONTRACTOR") and the City of Malibu, California, a municipal corporation (hereinafter referred to as "CITY").

### R E C I T A L S

A. Pursuant to the Notice Inviting Sealed Bids for City Hall Roof Replacement Project, bids were received, publicly opened, and declared on the date specified in the notice.

B. On January 11, 2021, Malibu's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.

C. The City Council has authorized the City Manager to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the City Hall Roof Replacement Project in the City of Malibu.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the City Hall Roof Replacement Project in the City of Malibu. The work shall be performed in accordance with the Plans and Specifications dated (and as generally described in the "Notice Inviting Bids," attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer, or City's Manager's designee.
2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project, a complete set of which is on file with the Malibu City Clerk's Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, and the Standard Specifications, in

that order, shall control. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within 60 consecutive working days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of \$500 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.
5. PREVAILING WAGES:
  - A. Pursuant to Labor Code Section 1720, and as specified in Title 8, California Code of Regulations, Section 16000 et seq., CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
  - B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
  - C. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
  - D. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the



apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

- (1) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
- (2) When the number of apprentices in training in the area exceeds a ratio of one to five, or
- (3) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
- (4) When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.
- (5) CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
- (6) CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.
- (7) Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

F. CONTRACTOR and its subcontractors must comply with Labor Code Sections 1725.5 and 1777.1, including the requirement that registration with the DIR be maintained through the term of the Project. The City may, from time to time, request evidence of current registration.

6. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

7. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

8. CONTRACTOR'S LIABILITY: The City of Malibu and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of CITY. In connection therewith:

- a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.



c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

CONTRACTOR'S obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

9. THIRD PARTY CLAIMS. In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

10. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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."
11. INSURANCE: With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.
12. ASSIGNMENT: This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
14. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
15. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.
16. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Malibu business license, if required under CITY ordinance.
17. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining



to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.

18. SEVERABILITY. If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.
19. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
20. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.
21. NOTICES: All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

CITY OF MALIBU  
23825 Stuart Ranch Road  
Malibu, CA 90265  
Attn: Robert DuBoux, Public Works Director/City Engineer

CONTRACTOR  
101 ROOF & CONSTRUCTION, INC.  
1075 Vaquero Circle  
Oxnard, CA 93030  
Attn: Nick Ciari

22. DISPUTES. Disputes arising from this contract will be determined in accordance with the contract documents and Public Contracts Code Sections 10240-10240.13.
23. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.
24. NO THIRD PARTY BENEFICIARY. This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.
25. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.
26. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
27. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

This Agreement is executed on this \_\_\_\_ day of \_\_\_\_\_, 2021, at Malibu, California, and effective as of \_\_\_\_\_, 2021

CITY OF MALIBU:

\_\_\_\_\_  
MIKKE PIERSON, Mayor

ATTEST:

\_\_\_\_\_  
HEATHER GLASER, City Clerk  
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED  
BY THE CITY ATTORNEY'S OFFICE

\_\_\_\_\_  
JOHN COTTI, Interim City Attorney

CONTRACTOR:

Nick Ciari CEO  
Name, Title



CONTRACTOR'S State of California License No.

831780

CONTRACTOR'S Business Phone No.

805 302-9951

CONTRACTOR'S Emergency Phone No. at which  
contractor can be reached at any time

805 302-9951

\_\_\_\_\_  
\_\_\_\_\_

**BOND FOR FAITHFUL PERFORMANCE****BOND NO.**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, 101 Roofing & Construction hereinafter referred to as "Contractor" as principal, and Western Surety Company hereinafter referred to as "Surety," are held and firmly bound unto the City of Malibu, California, hereinafter referred to as "City", or "Obligee" in the sum of Two Hundred and Thirty Four Dollars (\$ 234,000 ), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

This condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with the City of Malibu, California, for the construction of CITY HALL ROOF REPLACEMENT PROJECT, Specification No. 2071, and is required by said City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said Contract to be done and performed at the time and in the manner specified herein, then this obligation shall be null and void one year after date of recordation of Notice of Completion by City of the completed work; otherwise it shall be and remain in full force and effect, and Surety shall cause the Contract to be fully performed or to pay to obligee the cost of performing said Contract in an amount not exceeding the said sum above specified, and shall also, in case suit is brought upon this bond, pay to obligee court costs and a reasonable attorney's fee, to be fixed by the court.



**BOND FOR FAITHFUL PERFORMANCE (cont'd)**

IT IS FUTHER PROVIDED, that any alterations in the work to be done or the material to be furnished shall not in any way release the Contractor or the Surety thereunder, no shall any extension of time granted under the provisions of the Contract release either the Contractor or the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this 22nd day of December, 2020.

\_\_\_\_\_  
Contractor 101 Roofing & Construction

\_\_\_\_\_  
By Nick Ciari

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

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety Western Surety Company

\_\_\_\_\_  
By Brandon Gildea- Attorney- in -Fact

**FORM TO ACCOMPANY BOND FOR FAITHFUL PERFORMANCE**

STATE OF CALIFORNIA            )  
COUNTY OF                    )     SS.  
CITY OF                        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
before me, the undersigned, a Notary Public in and for said County and State, residing  
therein, duly commissioned and sworn, personally appeared \_\_\_\_\_  
proved to me on the basis of satisfactory evidence to be the person whose name is  
subscribed to this instrument; and know to be the \_\_\_\_\_ of  
\_\_\_\_\_ and the same person whose name is  
subscribed to the within instrument as the \_\_\_\_\_ of  
said \_\_\_\_\_ and the said \_\_\_\_\_  
duly acknowledged to me that he/she subscribed the name of \_\_\_\_\_  
\_\_\_\_\_ thereto as Surety and his/her own name as \_\_\_\_\_.

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.

\_\_\_\_\_  
Notary Public in and for said  
County and State aforesaid.

**BOND FOR MATERIAL SUPPLIERS AND LABORERS**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, 101 Roofing & Construction hereinafter referred to as "Contractor" as principal, and Western Surety Company hereinafter referred to as "Surety," are held and firmly bound unto the City of Malibu, California, hereinafter referred to as "City", or "Obligee" in the sum of Two Hundred and Thirty Four Dollars (\$ 234,000), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with the City, for the construction of CITY HALL ROOF REPLACEMENT PROJECT, Specification No. 2071, and is required by City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if the said principal as Contractor in said Contract or subcontractors, fails to pay for any materials, provisions, or its other supplies, or items, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California.

**BOND FOR MATERIAL SUPPLIERS AND LABORERS (cont'd)**

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said Contract shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this 22nd day of December, 2020.

\_\_\_\_\_  
Contractor 101 Roofing & Construction

\_\_\_\_\_  
By Nick Ciari

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

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety Western Surety Company

\_\_\_\_\_  
By Brandon Gildea- Attorney- in - Fact



**FORM TO ACCOMPANY BOND FOR MATERIAL SUPPLIERS AND LABORERS**

STATE OF CALIFORNIA            )  
COUNTY OF                    )     SS.  
CITY OF                         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
before me, the undersigned, a Notary Public in and for said County and State, residing  
therein, duly commissioned and sworn, personally appeared \_\_\_\_\_  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person whose name  
is subscribed to this instrument; and know to be the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ and the same person whose name is subscribed to  
the within instrument as the \_\_\_\_\_ of said \_\_\_\_\_  
\_\_\_\_\_ and the said \_\_\_\_\_ duly acknowledged  
to me that he/she subscribed the name of \_\_\_\_\_ thereto as  
Surety and his/her own name as \_\_\_\_\_.

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.

\_\_\_\_\_  
Notary Public in and for said  
County and State aforesaid.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown Insurance Services of California, Inc License #0D04053 1001 Mark Avenue, Suite 201 Carpinteria CA 93013		<b>CONTACT NAME:</b> Hong Ta <b>PHONE (A/C, No, Ext):</b> (805) 965-0071 <b>E-MAIL ADDRESS:</b> hta@bbofcal.com <b>FAX (A/C, No):</b> (805) 690-3200	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Kinsale Insurance Company	
		<b>INSURER B:</b> California Automobile Insurance Company	
		<b>INSURER C:</b> State Compensation Insurance Fund of CA	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> 101 Roofing & Construction 1075 Vaquero Circle Oxnard CA 93030		<b>NAIC #</b> 38342 231751	

## COVERAGES

**CERTIFICATE NUMBER:** 20/21 WC, GL, AUTO use

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Policy contains an OCIP exclusion GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		01000947221	08/28/2020	08/28/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BA040000044183	04/16/2020	04/16/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Authority Charge \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	188676920	02/23/2020	02/23/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City, its Boards, Officers, Agents, and Employees are included as Additional Insureds under the General Liability per the attached form CG 20 10 12 19 and Auto Liability per the attached form MCA85100817-CA as required by written contract. General Liability policy is Primary and Non-Contributory per the attached form CAS5003 0717, as required by written contract. Notice of Cancellation per policy provisions.

## CERTIFICATE HOLDER

## CANCELLATION

City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

<i>Attached To and Forming Part of Policy</i> 0100094722-1	<i>Effective Date of Endorsement</i> 08/28/2020 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> 101 Roofing & Construction
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	
Name of Additional Insured Person(s) or Organization(s)	Location(s) of Covered Operations
Blanket, as required by written contract, executed prior to the start of work on the project.	Locations as required and specified by written contract, executed prior to the start of work on the project.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **Business Auto Broadening Endorsement**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSURED
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR – DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO – COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

# BUSINESS AUTO COVERAGE FORM

## **I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

## **II. EMPLOYEES AS INSURED**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

## **III. AUTOMATIC ADDITIONAL INSURED**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

## **IV. EMPLOYEE HIRED AUTO LIABILITY**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

## **V. SUPPLEMENTARY PAYMENTS**

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**VI. FELLOW EMPLOYEE COVERAGE:**

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

**VII. ADDITIONAL TRANSPORTATION EXPENSE**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

**VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
  - (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
  - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightningSubject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

**IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

**X. LOAN/LEASE GAP COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
- a. The amount paid under the Physical Damage Coverage Section of the policy; and
  - b. Any:
    - (1) Overdue lease/loan payments at the time of the "loss";
    - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
    - (3) Security deposits not returned by the lessor;
    - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
    - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

**XI. GLASS REPAIR – DEDUCTIBLE WAIVER**

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**XII. TWO OR MORE DEDUCTIBLES**

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

- 1. If the applicable Business Auto deductible is the smallest, it will be waived; or
- 2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
- 3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

**XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**XIV. WAIVER OF SUBROGATION**

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**XVIII. HIRED AUTO - COVERAGE TERRITORY**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

e. Anywhere in the world if:

- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

**XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH**

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> 0100094722-1	<i>Effective Date of Endorsement</i> 08/28/2020 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> 101 Roofing & Construction
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE  
ENVIRONMENTAL CONTRACTING AND PROFESSIONAL SERVICES LIABILITY COVERAGE  
PRODUCTS POLLUTION LIABILITY COVERAGE  
PREMISES ENVIRONMENTAL LIABILITY INSURANCE COVERAGE  
ENVIRONMENTAL COMBINED LIABILITY POLICY - ALL COVERAGE PARTS

The insurance provided to Additional Insureds shall be excess with respect to any other valid and collectible insurance available to the Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



**NOTICE INVITING BIDS**

NOTICE IS HEREBY GIVEN that electronic bids for the City of Malibu, CITY HALL ROOF REPLACEMENT PROJECT, SPECIFICATION NO. 2071, will be received by email to the City Clerk, at [cityclerk@malibucity.org](mailto:cityclerk@malibucity.org) at or before 3:30 p.m. on Wednesday, November 18, 2020, at which time they will be publicly opened and read by the City Clerk (or designated representative). Malibu City Hall is currently closed due to the COVID19 pandemic. However, bidders can access the public bid opening by using zoom.us, Meeting ID 836 7542 2130 or <https://us02web.zoom.us/j/83675422130>

**SCOPE OF WORK**

In general, the proposed improvements consist of replacing the existing roof system at the Malibu City Hall building located at 23825 Stuart Ranch Road including and all other appurtenant work included and shown in the Contract Documents and Specifications.

The roof system will include but not limited to: demolition (removal) where indicated and where necessary including to complete the work of the project, provide all necessary protection to prevent damage, furnish and install the mechanically fastened Fabric-Reinforced Thermoplastic Polyolefin Sheet (TPO) or approved equal, cover board, full roof insulation, base sheet and substrate board. The related work will include but not limited to: the roof penetrations, plumbing modifications (roof drains), roof vent modifications, hatch modifications, walkways, sealants, sealant pocket, and miscellaneous associated work. Full scope of work per the project special provisions.

Additive Bid items are provided for the Metal Roof Parapet System and Clearstory modifications.

**PRE-BID SITE WALK-THROUGH (INDIVIDUALLY SCHEDULED)**

A non-mandatory, pre-bid site walk-through will be individually scheduled on November 2, 2020, at City Hall, 23825 Stuart Ranch Road, Malibu, California, 90265. Contact [achase@malibucity.org](mailto:achase@malibucity.org) for exact times and protocols to access the City Hall Roof. The Contractor will only be allowed to permit up to two representatives. Representatives will be subjected to City Hall Covid-19 protocols before acceptance on site.

The bid shall be submitted and the work shall be performed by a Class "A" General Contractor or a Class "C-5" Framing and Rough Carpentry Contractor within the State of California licensed contractor in strict conformance with the project specifications for City Hall Roof Replacement Project, Specification No. 2071 now on file in the City's Public Works Department.

Copies of plans and specifications may be obtained by prospective bidders from the Public Works Department at [mpublicworks@malibucity.org](mailto:mpublicworks@malibucity.org).

All prospective bidders shall abide by the provisions of the Bid Terms and Conditions listed in the project's specifications.

The City reserves the right to retain all bids for a period of 90 days after the bid opening date for examination and comparison and to delete any portion of the work from the

Contract. The City reserves the right to determine and waive nonsubstantial irregularities in any bid, and to reject any or all bids. The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. **The City reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.** The City shall award the bid to the lowest responsible bidder as the interest of the City may require.

In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code, the California Department of Industrial Relations has established the general prevailing rates of per diem wages for each craft, classification and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the contract is advertised for bids shall be applicable. Future effective wage rates which have been predetermined are on file with the Department of Industrial Relations, are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this contract in the same manner as if they had been included or referenced in this contract. The website for California Department of Industrial Relations Prevailing Wage Unit is currently located at [www.dir.ca.gov](http://www.dir.ca.gov), prevailing wages are located on the website at <http://www.dir.ca.gov/dlsr/pwd/index.htm>.

The wage rate for any classification not listed by the California Department of Industrial Relations, but which may be required to execute the proposed contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agency's determinations.

At the time of submitting the bid the Bidder shall be registered with the California Department of Industrial Relations in accordance with the provisions of Section 1771.1 of the California Labor Code, as amended by Senate Bill 854. No public work contract may be awarded to a non-registered contractor or subcontractor.

**Without exception, the bidder is required to state the name and address of each subcontractor who will perform work or labor or render service to the prime contractor and the portion of the work which each will do in their bid as required by Section 2-3, "Subcontracts", of the Standard Specifications and in conformance with Public Contract Code, Sections 4100 to 4113, inclusive.**

The City will not consider awarding any contract based upon any bid submitted by any contractor nor consent to subletting any portions of the Contract to any subcontractor located in a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against U.S. firms in conducting procurements for public works projects.

All bidders are hereby notified that any contract entered into pursuant to this advertisement, Business Enterprises must be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin consideration for an award.



The Contractor may substitute securities for retention monies pursuant to Public Contract Code Section 22300.

Date this 15<sup>nd</sup> day of October 2020

CITY OF MALIBU, CALIFORNIA

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Adam Chase, Assistant Public Works Director/City Engineer

Published: Malibu Times on October 22, 2020 and October 29, 2020

## CITY OF MALIBU

## PUBLIC WORKS DEPARTMENT

**CONSTRUCTION BID COVER PAGE FOR  
CITY HALL ROOF REPLACEMENT PROJECT**

Specification No. 2071 Including plans in Appendix E

Bids to be Received on or before November 18, 2020 AT 3:30 P.M.

Completion Time: 60 Consecutive Working Days

Liquidated Damages:

- A. Failure to complete work on time: **\$500.00 Per Calendar Day** (Sec. 6-9.1)
- B. Failure to keep traffic lanes open: **\$500.00 Per Hour** (Sec. 6-9.2)

Number of Pages in Construction Bid: 16

## CONTRACTOR

Name 101 Roofing & ConstructionStreet Address 1075 Vaquero CircleCity Oxnard State CA Zip Code 93030Telephone 805 302 9951

Fax Number \_\_\_\_\_ (Optional)

Email NCiari@101roofing.com

The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The City reserves the right to delete any bid item to the extent that bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.

**CONTRACTOR SHALL SUBMIT PAGES 18 THROUGH 32 FULLY EXECUTED WITH  
THIS BID**

## **INSTRUCTIONS FOR SIGNING BID, BONDS AND CONTRACT**

### Corporations

- a) Give name of Corporation.
- b) Signatures: President or Vice-president and Secretary or Assistant Secretary.
- c) Affix corporate seal and notary's acknowledgment where noted or required.
- d) Others may sign for the corporation if the City has been furnished a certified copy of a resolution of the corporate board of directors authorizing them to do so.

### Partnerships

- a) Signatures: All members of partnership. One may sign if City has a copy of authorization
- b) Affix notary's acknowledgment where noted or required.

### Joint Ventures

- a) Give the names of the joint venturers.
- b) Signatures: All joint venturers. One may sign if City has a copy of authorization.
- c) Affix notary's acknowledgment where noted or required.

### Individuals

- a) Signature: The individual.
- b) Affix notary's acknowledgment where noted or required.
- c) Another may sign for the individual if the City has been furnished a notarized power-of-attorney authorizing the other person to sign.

### Fictitious Names

- a) Show fictitious names.
- b) Satisfy all pertinent requirements show above.

### Bonds

- a) In addition to all pertinent requirements above, give signature of Attorney-in-fact and apply surety's seal and provide address and telephone number of said surety.

<b>PLEASE ADHERE TO THE APPLICABLE SIGNING INSTRUCTIONS</b>
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4057304

**FILED** DB  
Secretary of State  
State of California

ARTICLES OF INCORPORATION

100 AUG 18 2017

OF

101 Roofing & Construction, Inc.

ONE: The name of this corporation is: 101 Roofing & Construction, Inc.

TWO: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE: The name and address in this state of the corporation's initial agent for service of process is:

John D. Faucher  
30200 Agoura Road  
Suite 260  
Agoura Hills, CA 91301

FOUR: The corporation's address for all purposes is

1075 Vaquero Circle  
Oxnard, CA 93030

FIVE: This corporation is authorized to issue only one class of shares of stock. The total number of shares which the corporation is authorized to issue is one thousand (1,000).

DATED:

16/08/17



Nick Ciari, Incorporator

ALEX PADILLA, Secretary of State

*Alex Padilla*

Date: \_\_\_\_\_

AUG 24 2017

*ms*

I hereby certify that the foregoing  
transcript of \_\_\_\_\_ page(s)  
is a fully true and correct copy of the  
original record in the custody of the  
California Secretary of State's office.



## CONTRACTOR'S BID STATEMENT

City of Malibu  
Malibu, California 90265

Pursuant to the foregoing Notice Inviting Bids, the undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans and Specifications and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and to do all the work required to complete such work in accordance with such Plans and Specifications for the prices set forth in this Bid.

The undersigned has carefully checked all the figures in this Bid and understands that City will not be responsible for any error or omission on the part of the undersigned in preparing this bid nor will City release the undersigned on account of such error or omission.

The undersigned swears or affirms under penalty of perjury that the information regarding the Contractor's License is true and correct.

The undersigned further agrees that in case of default in executing the required Contract within the applicable ten (10) calendar days or thereafter failing to provide the necessary bonds, within ten (10) calendar days after the contract has been fully executed, the proceeds of check or bond accompanying the bid shall become the property of the City of Malibu.

Licensed in accordance with an act providing for the registration of Contractor's License  
No. 831780 Class C-39 & B-1 Expiration Date 2-28-2022

Names of Co-Partners or Corporation Officers and Titles: \_\_\_\_\_

Nick Ciari CEO

Signature of Bidder \_\_\_\_\_

Title

Signature of Bidder \_\_\_\_\_

Title

Name of Contractor or Firm

Date of Submittal 11-18-2020

101 Roofing & Construction

Telephone No. 805 302-9951

Address 1075 Vanuero Circle Oxnard, CA 93030

S-Corp C-4057304

CA

Doing Business as Individual/Partnership/Corporation

State of Incorporation

Federal Tax Identification Number 82-2648162

California Department of Industrial Relations Identification Number 1000365485

**ALL SIGNATURES MUST BE NOTARIZED**  
**(Attach or Affix Executed Acknowledgement Form,**  
**and Corporate Seal if Applicable**



**CALIFORNIA ALL-PURPOSE 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 VENTURA

On 11/18/2020

before me,

Liana Ruiz (Notary Public)

Date

NICK

Cian

Here Insert Name and Title of the Officer

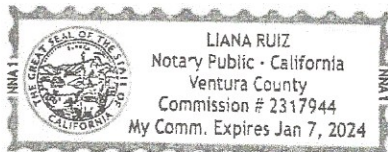
personally appeared

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

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is 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: Contractors Bid Statement (1)

Document Date: 11/18/2020

Number of Pages: 2

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:

**PROPOSED BID SCHEDULE OF WORK AND PRICES  
FOR THE CONSTRUCTION OF  
CITY HALL ROOF REPLACEMENT PROJECT  
SPECIFICATION NO. 2071**

**Base Bid**

Item No.	Payment Reference	Description	Quantity	Unit	Unit Price	Total
1.	901-2	Mobilization	1	LS	XXXX	\$ 5,000
2.	905-3	Thermal and Moisture Protection System (TPO)	1	LS	XXXX	\$ 218,897
3.	904-6	Record of Construction Changes	1	LS	XXXX	\$1.00
4.	9-5	Release on Contract	1	LS	XXXX	\$1.00
					<b>TOTAL</b>	<b>\$223,899</b>

**Additive Bid**

	Payment Reference	Description	Quantity	Unit	Unit Price	Total
AB-1.	906-3	Metal Roof Parapet	1	LS	XXXX	10,349
AB-2.	907-3	Clearstory	1	LS	XXXX	73,267
					<b>TOTAL</b>	<b>83,616</b>

The contractor shall be responsible for calculating and providing totals for the schedule. The bid schedule shall include all costs for service, labor and materials, transportation, supervision, equipment and installation associated with the work complete and in place per these specifications.

**TOTAL AMOUNT OF BID IN WORDS:** Three Hundred Seven Thousand Five Hundred Fifteen.<sup>00</sup>

Contractor Submitting Bid:

101 Roofing & Construction

By:

NICK Ciari

Date:

11-18-2020



The following addenda are acknowledged:

(Bidder must fill in number and date of each addendum or may enter the word "None" if appropriate.)

Number

Date

N/A  
\_\_\_\_\_  
\_\_\_\_\_

N/A  
\_\_\_\_\_  
\_\_\_\_\_

I make this Proposal and certify under penalty of perjury that all the statements in this bid that I have signed are true and correct.

Contractor's Name Nick Ciari

Title CEO

Contractor's Name \_\_\_\_\_

Title \_\_\_\_\_

Date 11-18-2020

Signature [Signature]

Date \_\_\_\_\_

Signature \_\_\_\_\_

See attached  
California All-Purpose  
Acknowledgment

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California

County of VENTURA

On 11/18/2020

Date

before me,

Liana Ruiz (Notary Public)

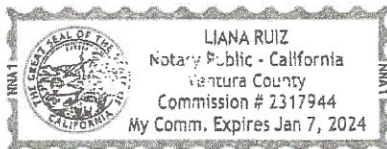
Here Insert Name and Title of the Officer

personally appeared

Nick Ciani

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

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is 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: Contractors Bid Statement (2)

Document Date: 11/18/2020

Number of Pages: 2

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: \_\_\_\_\_

**BIDDER'S BOND TO ACCOMPANY BID**

(in lieu of cash, certified or cashier's check)

KNOW ALL PERSONS BY THESE PRESENTS:

That we, 101 Roofing & Construction, as Principal, and Western Surety Company, as Surety, acknowledge ourselves jointly and severally bound to the City of Malibu, the obligee, for ten (10) percent of the total bid, to be paid to said City if the Bid shall be accepted and the Principal shall fail to execute the Contract tendered by the City within the applicable time specified in the Bid Terms and Conditions, or fails to furnish either the required Faithful Performance or Labor and Material Bonds, or fails to furnish evidence of insurance as required in the Standard Specifications, then this obligation shall become due and payable, and Surety shall pay to obligee, in case suit is brought upon this bond in addition to the bond amount hereof, court costs and a reasonable attorney's fee to be fixed by the court. If the Principal executes the contract and furnishes the required bonds and evidence of insurance as provided in the bid documents, this bond shall be extinguished and released. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

WITNESS our hands this 18th day of November, 2020.

101 Roofing & Construction

Contractor

By Nick Ciari

Title President

By \_\_\_\_\_

Title \_\_\_\_\_

Western Surety Company

Surety

By Brandon Gildea

Attorney-in-Fact



# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72320045

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Brandon Gildea

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: 101 Roofing & Construction

Obligee: City of Malibu

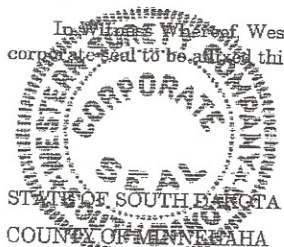
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72320045 is not issued on or before midnight of February 18, 2021, all authority conferred in this Power of Attorney shall expire and terminate.

In witness whereof Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 18th day of November, 2020.

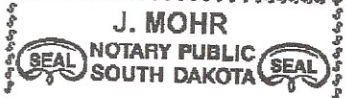


WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

On this 18th day of November, in the year 2020, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



*J. Mohr*

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 18th day of November, 2020.

WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

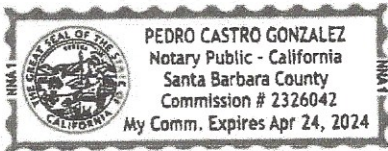
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Santa Barbara }

On November 18, 2020, before me, PEDRO CASTRO GONZALEZ, Notary Public,  
personally appeared BRANDON GILDEA

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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE

A handwritten signature in dark ink, appearing to read 'Brandon Gildea', written over a horizontal line.

PLACE NOTARY SEAL ABOVE

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

**Description of attached document**

Title or type of document: Bidder's Bond to Accompany Bid

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_



## STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES

The bidder is required to state the bidder's financial ability and a general description of similar work performed.

Required Qualifications: Bidders must hold a valid State of California Contractor's License Class "A" General Contractor or a Class "C-5" Framing and Rough Carpentry Contractor at the time the bid is submitted to the City, and must have satisfactorily completed at least three Southern California municipal projects in the last five years of comparable size to the scope of this project.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: 16

List and describe fully the last three recent contracts performed by your firm which demonstrate your ability to complete the work included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

### Reference No. 1

Customer Name City of Santa Paula  
Contact Individual Bill Lindsay Phone No. 805 625-1144  
Contract Amount 218,900 Year 2020  
Address 1400 S Harvard Blvd Santa Paula, CA  
Description of work done Reroof w/ torch and silicone  
roof coating.

### Reference No. 2

Customer Name City of Thousand Oaks  
Contact Individual Saeed Zolfaghari Phone No. 805 449 2441  
Contract Amount \$355,000 Year 2019  
Address 1993 Rancho Conejo Rd Thousand Oaks, CA  
Description of work done Install 60 mil PVC with 1/2" seccoreck  
fully adhered

### Reference No. 3

Customer Name Ventura Housing Authority  
Contact Individual Susan Everett Phone No. 805 648-5008  
Contract Amount \$268,288 Year 2019  
Address Daisy St Ventura, CA  
Description of work done Reroof Apartment complex



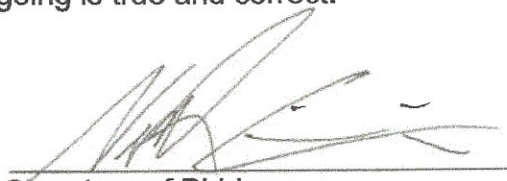
**STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES**  
(Cont'd)

STATE OF CALIFORNIA, COUNTY OF Ventura  
I am the CEO  
\_\_\_\_\_ of 101 Roofing & Construction  
\_\_\_\_\_, the bidder herein. I have read the foregoing statement and know  
the contents thereof; and I certify that the same is true to my knowledge, except as to  
those matters which are therein stated upon my information or belief, and as to those  
matters I believe it to be true.

Executed on 18<sup>th</sup> of November 2020 at Oxnard, California.  
(Date) (Place)

I declare, under penalty of perjury, that the foregoing is true and correct.

See attached  
California All-Purpose  
Acknowledgment

  
\_\_\_\_\_  
Signature of Bidder

CEO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California

County of VENTURA

On 11/18/2020 before me,

Liana Ruiz (Notary Public)

Date

Here Insert Name and Title of the Officer

personally appeared

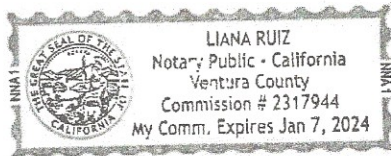
Nick Ciari

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

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is 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: Statement of Bidders Qual. & Ref.

Document Date: 11/18/2020

Number of Pages: 2

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:

## STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Pursuant to Section 10162 of the Public Contract Code the bidder shall state whether such bidder, any officer or employee of such bidder who has a proprietary interest in such bidder has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation; and if so, explain the circumstances.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?

Yes \_\_\_\_\_ No X

2. If Yes, explain the circumstances.

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Executed on 11-18-2020 at Oxnard, California.

I declare, under penalty of perjury, that the foregoing is true and correct.

  
Signature(s) of Authorized Bidder

CEO  
Title

\_\_\_\_\_  
Signature(s) of Authorized Bidder

\_\_\_\_\_  
Title

See attached  
California All-Purpose  
Acknowledgment



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California )

County of VENTURA )

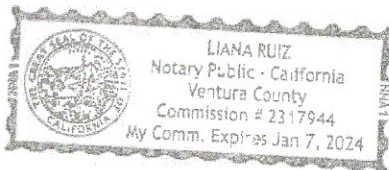
On 11/18/2020 before me, Liana Ruiz (Notary Public)  
Date Here Insert Name and Title of the Officer

personally appeared Nick Ciani  
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

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is 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: Statement of Bidders Past contract Disqual.

Document Date: 11/18/2020

Number of Pages: 2

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:

## QUESTIONNAIRE REGARDING SUBCONTRACTORS

Bidder shall answer the following questions and submit with the bid.

1. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid?  
Yes ( )      No (☒)
2. If the answer to No. 1 is "yes", please forward a copy of the rules of each bid depository you used with this questionnaire.
3. Did you have any source of subcontractors' bids other than bid depositories?  
Yes ( )      No (☒)
4. Has any person or group threatened you with subcontractor boycotts, union boycotts or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories?  
Yes ( )      No (☒)
5. If the answer to No. 4 is "yes", please explain the following details:
  - a) Date:
  - b) Name of person or group:
  - c) Job involved (if applicable):
  - d) Nature of threats:
  - e) Additional comments: (Attach additional pages as necessary)

We declare under penalty of perjury that the foregoing is true and correct.

Dated this 18 day of November, 2020.

101 Roofing & Construction  
Name of Company

By Nick Ciari

CEO  
Title

By \_\_\_\_\_

\_\_\_\_\_  
Title



## BIDDER'S STATEMENT OF SUBCONTRACTORS AND MATERIAL FABRICATORS

Without exception, the bidder is required to state the name and address of each subcontractor and the portion of the work which each will do as required by Subsection 1-6.3 of the SSPWC and in conformance with Public Contracts Code, Sections 4100 to 4113, inclusive.

Without limiting the generality of the foregoing, any contractor making a bid or offer to perform the work, shall set forth in the Bid:


(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid; and

(b) The portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion.

(c) Agrees that the list of subcontractors submitted herewith cannot be changed, modified, or substituted without written request and approval of the awarding body.

The undersigned submits herewith a list of subcontractors in conformance with the foregoing:

Name Under Which Subcontractor is Licensed	License No. & Class	Business Address	Specific Description of Subcontract and Portion of the Work to be Done
Quality Windows	C-17 980954	1430 S Oxnard Ave Oxnard, CA 93030	Reglazing of Clearstory.

  
Signature(s) of Bidder Date 11-18-2020

\_\_\_\_\_  
Signature(s) of Bidder Date

CEO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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State of California

County of LOS ANGELES }

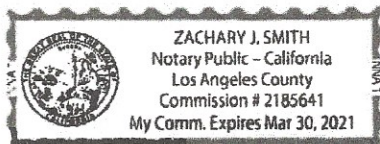
On NOVEMBER 18, 2020 before me, ZACHARY J SMITH, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared NICHOLAS MATTHEW CIARI  
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.



Place Notary Seal and/or Stamp Above

Signature

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 BIDDER'S STATEMENT OF SUBCONTRACTORS  
Title or Type of Document: AND MATERIAL FABRICATORS

Document Date: NOVEMBER 18, 2020 Number of Pages: 1

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: \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

TO THE CITY OF MALIBU  
PUBLIC WORKS DEPARTMENT

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder to 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.

Please see  
attached CA Jurat

101 Roaring & Construction  
Name of Bidder

\_\_\_\_\_  
Name of Bidder

[Signature]  
Signature of Bidder

\_\_\_\_\_  
Signature of Bidder

1075 Vaquero Circle Oxford, CA 93030  
Bidder Address



**CALIFORNIA JURAT WITH AFFIANT STATEMENT****GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1-6 below)  
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

\_\_\_\_\_  
*Signature of Document Signer No. 1*\_\_\_\_\_  
*Signature of Document Signer No. 2 (if any)*

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 VENTURA

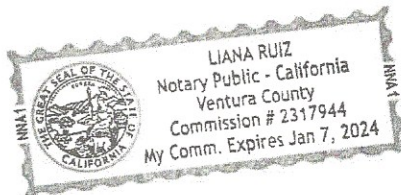
Subscribed and sworn to (or affirmed) before me

on this 18<sup>th</sup> day of November, 2020,  
by Date Month Year(1) NICK Ciani

(and (2) \_\_\_\_\_),

*Name(s) of Signer(s)*proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.

Signature \_\_\_\_\_

*Signature of Notary Public*

Seal

Place Notary Seal Above

**OPTIONAL**

Though this section is 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: Non-Collusion affidavit Document Date: 11/18/2020Number of Pages: 2 Signer(s) Other Than Named Above: \_\_\_\_\_

## EQUAL OPPORTUNITY CERTIFICATE

THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATES WHICH ARE A PART OF THIS BID.

The bidder hereby certifies that the bidder and proposed subcontractor(s), if any, have or have not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

See attached  
California All-Purpose  
Acknowledgment

101 Roofing & Construction  
Name of Bidding Company

By [Signature]  
Authorized Signature

CEO  
Title (Typed)

11-18-2020  
Date

**CALIFORNIA ALL-PURPOSE 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 VENTURA

 On 11/18/2020

Date

before me,

Liana Ruiz (Notary Public)

Here Insert Name and Title of the Officer

personally appeared

Nick Ciani

Name(s) of Signer(s)

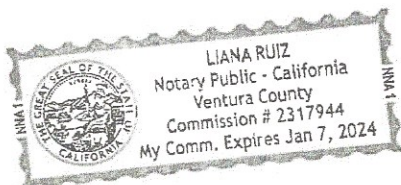
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is 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: EQUAL OPP. CERT.

 Document Date: 11/18/2020

 Number of Pages: 2

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:



**DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE OF FEDERAL  
REGULATIONS PART 29**

The bidder under penalty of perjury, certifies that except as noted below, the bidder or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.**